

<i>SERFF Tracking Number:</i>	<i>PACL-127281381</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Pacific Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>49504</i>
<i>Company Tracking Number:</i>	<i>30-1209</i>		
<i>TOI:</i>	<i>A02I Individual Annuities- Deferred Non-Variable</i>	<i>Sub-TOI:</i>	<i>A02I.004 Modified Single Premium</i>
<i>Product Name:</i>	<i>Individual Limited Premium Deferred Fixed Annuity Contract</i>		
<i>Project Name/Number:</i>	<i>Individual Limited Premium Deferred Fixed Annuity Contract/30-1209</i>		

## Filing at a Glance

Company: Pacific Life Insurance Company		
Product Name: Individual Limited Premium Deferred Fixed Annuity Contract	SERFF Tr Num: PACL-127281381	State: Arkansas
TOI: A02I Individual Annuities- Deferred Non-Variable	SERFF Status: Closed-Approved-Closed	State Tr Num: 49504
Sub-TOI: A02I.004 Modified Single Premium	Co Tr Num: 30-1209	State Status: Approved-Closed
Filing Type: Form	Authors: Maysy Novak, Brian Deleget, Craig Hopkins	Reviewer(s): Linda Bird
	Date Submitted: 08/09/2011	Disposition Date: 08/26/2011
		Disposition Status: Approved-Closed
Implementation Date Requested: On Approval		Implementation Date:
State Filing Description:		

## General Information

Project Name: Individual Limited Premium Deferred Fixed Annuity Contract	Status of Filing in Domicile: Pending
Project Number: 30-1209	Date Approved in Domicile:
Requested Filing Mode: Review & Approval	Domicile Status Comments:
Explanation for Combination/Other:	Market Type: Individual
Submission Type: New Submission	Individual Market Type:
Overall Rate Impact:	Filing Status Changed: 08/26/2011
	State Status Changed: 08/26/2011
Deemer Date:	Created By: Maysy Novak
Submitted By: Maysy Novak	Corresponding Filing Tracking Number:
Filing Description:	
To the Individual Life Insurance Department of Arkansas:	

We are submitting the following forms for approval:

Form Number	Form Description
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SERFF Tracking Number: PACL-127281381 State: Arkansas  
Filing Company: Pacific Life Insurance Company State Tracking Number: 49504  
Company Tracking Number: 30-1209  
TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.004 Modified Single Premium  
Variable

Product Name: Individual Limited Premium Deferred Fixed Annuity Contract  
Project Name/Number: Individual Limited Premium Deferred Fixed Annuity Contract/30-1209

30-1209 Individual Limited Premium Deferred Fixed Annuity Contract

25-1209 Individual Fixed Annuity Application

20-1210 Guaranteed Withdrawal Benefit VIII Rider – Single Life

20-1211 Guaranteed Withdrawal Benefit VIII Rider – Joint Life

The forms submitted are new and do not replace any previously approved forms.

#### Individual Limited Premium Deferred Fixed Annuity Contract (30-1209)

The Contract is an individual limited premium deferred fixed annuity contract, with a fixed account option and index-linked interest options, market value adjustment, and credit enhancement features. Additionally, the contract is non-participating. The contract provides for a 6-year, 8-year, or 10-year withdrawal charge structure, depending on what the proposed owner selects on the application. The withdrawal charge is assessed as a fixed percentage of each purchase payment received. Various other fees, charges and deductions are assessed as fully described under the Charges, Fees and Deductions section of the contract.

Contract issue ages are 0 through 85.

A death benefit is payable only if the sole surviving Annuitant or any Owner dies before the Annuity Date and while the contract is in force.

Annuity payments may be paid on a fixed annuity basis under any of the Annuity Options provided under the contract or allowed by us.

There are no unusual features contained in the Contract.

#### Individual Fixed Annuity Application (25-1209)

This is the application form that will be used to apply for the Contract.

#### Guaranteed Withdrawal Benefit VIII Rider – Single Life (20-1210)

If elected by the Owner and subject to the conditions set forth in the rider, this rider allows for withdrawals up to the Protected Payment Amount without any adjustment to the Protected Payment Base, regardless of market performance, until the Rider terminates. Lifetime benefits are provided to a single life.

The rider may be purchased and added to the Contract at the time of application for the contract or on any contract

<i>SERFF Tracking Number:</i>	<i>PACL-127281381</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Pacific Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>49504</i>
<i>Company Tracking Number:</i>	<i>30-1209</i>		
<i>TOI:</i>	<i>A021 Individual Annuities- Deferred Non-Variable</i>	<i>Sub-TOI:</i>	<i>A021.004 Modified Single Premium</i>
<i>Product Name:</i>	<i>Individual Limited Premium Deferred Fixed Annuity Contract</i>		
<i>Project Name/Number:</i>	<i>Individual Limited Premium Deferred Fixed Annuity Contract/30-1209</i>		

anniversary, provided that on the date the rider is purchased (the "Rider Effective Date"):

- the age of each Annuitant is 85 years or younger; and
- the Contract is not issued as an Inherited IRA, Inherited Roth IRA, or Inherited TSA.

The annual charge for this rider is 0.65%, with a maximum annual charge of 1.50%.

#### Guaranteed Withdrawal Benefit VIII Rider – Joint Life (20-1211)

If elected by the Owner and subject to the conditions set forth in the rider, this rider allows for withdrawals up to the Protected Payment Amount without any adjustment to the Protected Payment Base, regardless of market performance, until the Rider terminates. Lifetime benefits are provided to the two Designated lives.

The rider may be purchased and added to the Contract at the time of application for the contract or on any contract anniversary, provided that on the date the rider is purchased (the "Rider Effective Date"):

- the Designated Lives are 85 years or younger;
- the Designated Lives are each other's spouses;
- the Contract is not issued as an Inherited IRA, Inherited Roth IRA, or Inherited TSA.

The annual charge for this rider is 0.65%, with a maximum annual charge of 1.50%.

#### Qualified Plan Riders

The contract will be marketed through licensed agents of the Company to fund non-qualified annuities and tax-qualified retirement plans and programs under Internal Revenue Code Sections 401(a), 401(k), 403(b) and 408(b), including but not limited to, SEP-IRAs, Roth IRAs and 457. In such cases, one of the following previously approved individual variable annuity riders will be attached to the contract at issue.

Form Number	Form Description	Date Approved
20-1156	403(b) Tax-Sheltered Annuity Rider	8/22/2008
20-14200	Qualified Retirement Plan Rider	12/27/2001
20-18900	Individual Retirement Annuity Rider	12/20/2002
20-19000	Roth Individual Retirement Annuity Rider	12/20/2002
24-123799	Section 457 Plan Rider	11/10/1999

SERFF Tracking Number: PACL-127281381 State: Arkansas  
Filing Company: Pacific Life Insurance Company State Tracking Number: 49504  
Company Tracking Number: 30-1209  
TOI: A02I Individual Annuities- Deferred Non- Sub-TOI: A02I.004 Modified Single Premium  
Variable  
Product Name: Individual Limited Premium Deferred Fixed Annuity Contract  
Project Name/Number: Individual Limited Premium Deferred Fixed Annuity Contract/30-1209

## Statement of Variability

The forms submitted have been completed in John Doe fashion. Bracketed matter shown on the Application and Contract are subject to change. The accompanying Statement of Variability provides an explanation of the variable items applicable to these forms.

The forms submitted:

- have achieved minimum flesch score readability requirements 50.5 (combination of contract, application and riders); and
- are in final print and subject to only minor modification in paper size, stock, ink, border, Company logo and adaptation to electronic media or computer printing.

All required transmittals, checklists, certifications and/or filing fees are included in this submission. To the best of our knowledge, this filing is complete and intended to comply with the insurance laws of your jurisdiction. Should you have any questions or require additional information, please call toll-free 1-800-722-2333 ext. 7262.

Sincerely,

J. Brian Deleget  
Director, Compliance  
Retirement Solutions Division  
Email: amfproduct.filing@pacificlife.com

## Company and Contact

### Filing Contact Information

J. Brian Deleget, Director, Compliance  
700 Newport Center Drive  
Newport Beach, CA 92660

Brian.Deleget@PacificLife.com  
949-219-7262 [Phone]  
949-219-0579 [FAX]

### Filing Company Information

Pacific Life Insurance Company  
700 Newport Center Drive

CoCode: 67466  
Group Code: 709

State of Domicile: Nebraska  
Company Type: Annuities

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SERFF Tracking Number: PACL-127281381 State: Arkansas  
 Filing Company: Pacific Life Insurance Company State Tracking Number: 49504  
 Company Tracking Number: 30-1209  
 TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.004 Modified Single Premium  
 Variable  
 Product Name: Individual Limited Premium Deferred Fixed Annuity Contract  
 Project Name/Number: Individual Limited Premium Deferred Fixed Annuity Contract/30-1209

## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	08/26/2011	08/26/2011

### Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Linda Bird	08/15/2011	08/15/2011	Brian Deleget	08/19/2011	08/24/2011

### Amendments

Schedule	Schedule Item Name	Created By	Created On	Date Submitted
Form	Guaranteed Withdrawal Benefit VIII Rider – Single Life	Brian Deleget	08/25/2011	08/25/2011
Form	Guaranteed Withdrawal Benefit VIII Rider – Joint Life	Brian Deleget	08/25/2011	08/25/2011
Supporting Document	Statement of Variability	Brian Deleget	08/25/2011	08/25/2011
Supporting Document	Sample Contract Summary	Brian Deleget	08/25/2011	08/25/2011
Form	Guaranteed Withdrawal Benefit VIII Rider – Single Life	Brian Deleget	08/24/2011	08/24/2011
Form	Guaranteed Withdrawal Benefit VIII Rider – Joint Life	Brian Deleget	08/24/2011	08/24/2011
Supporting	Life & Annuity - Actuarial Memo	Brian Deleget	08/24/2011	08/24/2011

SERFF Tracking Number:	PACL-127281381	State:	Arkansas
Filing Company:	Pacific Life Insurance Company	State Tracking Number:	49504
Company Tracking Number:	30-1209		
TOI:	A02I Individual Annuities- Deferred Non-Variable	Sub-TOI:	A02I.004 Modified Single Premium
Product Name:	Individual Limited Premium Deferred Fixed Annuity Contract		
Project Name/Number:	Individual Limited Premium Deferred Fixed Annuity Contract/30-1209		

Document

Supporting	Statement of Variability	Brian Deleget	08/24/2011	08/24/2011
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Document

Supporting	Sample Contract Summary	Brian Deleget	08/24/2011	08/24/2011
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Document

Supporting	Rider Redline Versions	Brian Deleget	08/24/2011	08/24/2011
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Document

Supporting	Client Guide	Maysy Novak	08/12/2011	08/12/2011
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Document

Supporting	Sample Contract Summary	Brian Deleget	08/09/2011	08/09/2011
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Document

<i>SERFF Tracking Number:</i>	<i>PACL-127281381</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Pacific Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>49504</i>
<i>Company Tracking Number:</i>	<i>30-1209</i>		
<i>TOI:</i>	<i>A02I Individual Annuities- Deferred Non-</i>	<i>Sub-TOI:</i>	<i>A02I.004 Modified Single Premium</i>
	<i>Variable</i>		
<i>Product Name:</i>	<i>Individual Limited Premium Deferred Fixed Annuity Contract</i>		
<i>Project Name/Number:</i>	<i>Individual Limited Premium Deferred Fixed Annuity Contract/30-1209</i>		

## Disposition

Disposition Date: 08/26/2011

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.



SERFF Tracking Number: PACL-127281381 State: Arkansas

Filing Company: Pacific Life Insurance Company State Tracking Number: 49504

Company Tracking Number: 30-1209

TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.004 Modified Single Premium  
Variable

Product Name: Individual Limited Premium Deferred Fixed Annuity Contract

Project Name/Number: Individual Limited Premium Deferred Fixed Annuity Contract/30-1209

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		No
Supporting Document (revised)	Life & Annuity - Actuarial Memo		No
Supporting Document	Life & Annuity - Actuarial Memo	Replaced	No
Supporting Document (revised)	Certification		Yes
Supporting Document	Certification	Replaced	Yes
Supporting Document (revised)	Statement of Variability		Yes
Supporting Document	Statement of Variability	Replaced	Yes
Supporting Document	Statement of Variability	Replaced	Yes
Supporting Document	Sample Fact Sheet		Yes
Supporting Document (revised)	Sample Contract Summary		Yes
Supporting Document	Sample Contract Summary	Replaced	Yes
Supporting Document	Sample Contract Summary	Replaced	Yes
Supporting Document	Sample Contract Summary	Replaced	Yes
Supporting Document	Sample Illustration		Yes
Supporting Document	Client Guide		Yes
Supporting Document	Rider Redline Versions		Yes
Form	Individual Limited Premium Deferred Fixed Annuity Contract		Yes
Form	Individual Fixed Annuity Application		Yes
Form (revised)	Guaranteed Withdrawal Benefit VIII Rider – Single Life		Yes
Form	Guaranteed Withdrawal Benefit VIII Rider Replaced – Single Life		Yes
Form	Guaranteed Withdrawal Benefit VIII Rider Replaced – Single Life		Yes
Form (revised)	Guaranteed Withdrawal Benefit VIII Rider – Joint Life		Yes
Form	Guaranteed Withdrawal Benefit VIII Rider Replaced – Joint Life		Yes
Form	Guaranteed Withdrawal Benefit VIII Rider Replaced – Joint Life		Yes

# Objection Letter

This will acknowledge receipt of the captioned filing.

Linda Bird

SERFF Tracking Number: PACL-127281381 State: Arkansas  
Filing Company: Pacific Life Insurance Company State Tracking Number: 49504  
Company Tracking Number: 30-1209  
TOI: A02I Individual Annuities- Deferred Non- Sub-TOI: A02I.004 Modified Single Premium  
Variable  
Product Name: Individual Limited Premium Deferred Fixed Annuity Contract  
Project Name/Number: Individual Limited Premium Deferred Fixed Annuity Contract/30-1209

## Response Letter

Response Letter Status Submitted to State  
Response Letter Date 08/19/2011  
Submitted Date 08/24/2011

Dear Linda Bird,

### Comments:

Thank you for your recent correspondence. In response to your objection, we off the following.

### Response 1

Comments: As required by the Arkansas External Indexed Guidelines, we are attaching an Agent Education Certification, a Contract Summary Certification, and a Filing Certification. The Actuarial Certifications can be found in the Actuarial Memo on page 11.

### Related Objection 1

Comment:

External Indexed contracts are subject to the External Indexed Guidelines. Please furnish certification that this filing is in compliance with these gudelines and certifications required by these guidelines.

### Changed Items:

#### Supporting Document Schedule Item Changes

Satisfied -Name: Certification

Comment:

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Thank you for your continued consideration of this filing.

Sincerely,

Brian Deleget, Craig Hopkins, Maysy Novak

SERFF Tracking Number: PACL-127281381 State: Arkansas  
 Filing Company: Pacific Life Insurance Company State Tracking Number: 49504  
 Company Tracking Number: 30-1209  
 TOI: A02I Individual Annuities- Deferred Non- Sub-TOI: A02I.004 Modified Single Premium  
 Variable  
 Product Name: Individual Limited Premium Deferred Fixed Annuity Contract  
 Project Name/Number: Individual Limited Premium Deferred Fixed Annuity Contract/30-1209

## Amendment Letter

Submitted Date: 08/25/2011

### Comments:

The filing has been amended to add a -2 to the rider form numbers and a -2 to the Contract Summary. The two Statement of Variability documents were revised to account for this form number change. This was done for recordkeeping consistency. We apologize for any inconvenience this may have caused.

### Changed Items:

#### Form Schedule Item Changes:

#### Form Schedule Item Changes:

Form Number	Form Type	Form Name	Action	Form Action Other	Previous Filing #	Replaced Form #	Readability Score	Attachments
20-1210	Policy/Contr	Guaranteed	Initial				0.000	20-1210-2.pdf
	act/Fraternal	Withdrawal						
	Certificate:	Benefit VIII						
	Amendment,	Rider –						
	Insert	Single Life						
	Page,							
	Endorsemen							
	t or Rider							
20-1211	Policy/Contr	Guaranteed	Initial				0.000	20-1211-2.pdf
	act/Fraternal	Withdrawal						
	Certificate:	Benefit VIII						
	Amendment,	Rider – Joint						
	Insert	Life						
	Page,							
	Endorsemen							
	t or Rider							

#### Supporting Document Schedule Item Changes:

#### User Added -Name: Statement of Variability

Comment:

SOV CS1209AR-2.pdf

SV1209.pdf

PDF Pipeline for SERFF Tracking Number PACL-127281381 Generated 08/26/2011 01:03 PM

SERFF Tracking Number: PACL-127281381 State: Arkansas  
Filing Company: Pacific Life Insurance Company State Tracking Number: 49504  
Company Tracking Number: 30-1209  
TOI: A02I Individual Annuities- Deferred Non- Sub-TOI: A02I.004 Modified Single Premium  
Variable  
Product Name: Individual Limited Premium Deferred Fixed Annuity Contract  
Project Name/Number: Individual Limited Premium Deferred Fixed Annuity Contract/30-1209

## Amendment Letter

Submitted Date: 08/24/2011

### Comments:

The filing has been amended to include two revised rider forms. We have included revised rider actuarial memorandums and a revised Statement of Variability for your review. Additionally, rider redline versions are attached in the supporting documentation which denote the changes to the previously filed riders.

We have also revised the Contract Summary to include bracketed items, and have included a Statement of Variability.

Thank you for your continued consideration of this filing.

### Changed Items:

#### Form Schedule Item Changes:

#### Form Schedule Item Changes:

Form Number	Form Type	Form Name	Action	Form Action Other	Previous Filing #	Replaced Form #	Readability Score	Attachments
20-1210	Policy/Contr	Guaranteed Initial act/Fraternal Withdrawal Certificate: Benefit VIII Amendment, Rider – Insert Single Life Page, Endorsement or Rider	Initial				0.000	20-1210.pdf
20-1211	Policy/Contr	Guaranteed Initial act/Fraternal Withdrawal Certificate: Benefit VIII Amendment, Rider – Joint Insert Life Page, Endorsement or Rider	Initial				0.000	20-1211.pdf

#### Supporting Document Schedule Item Changes:

SERFF Tracking Number: PACL-127281381 State: Arkansas  
Filing Company: Pacific Life Insurance Company State Tracking Number: 49504  
Company Tracking Number: 30-1209  
TOI: A02I Individual Annuities- Deferred Non- Sub-TOI: A02I.004 Modified Single Premium  
Variable  
Product Name: Individual Limited Premium Deferred Fixed Annuity Contract  
Project Name/Number: Individual Limited Premium Deferred Fixed Annuity Contract/30-1209

**Satisfied -Name: Life & Annuity - Acturial Memo**

Comment:

ASC1209 - 20110715.pdf

ASC1210 - National dlr.pdf

ASC1211 - National dlr.pdf

**User Added -Name: Statement of Variability**

Comment:

SV1209.pdf

SOV CS1209AR.pdf

**User Added -Name: Sample Contract Summary**

Comment:

CS1209AR.pdf

**User Added -Name: Rider Redline Versions**

Comment:

20-1210 MTS.pdf

20-1211 MTS.pdf

SERFF Tracking Number: PACL-127281381 State: Arkansas  
Filing Company: Pacific Life Insurance Company State Tracking Number: 49504  
Company Tracking Number: 30-1209  
TOI: A02I Individual Annuities- Deferred Non- Sub-TOI: A02I.004 Modified Single Premium  
Variable  
Product Name: Individual Limited Premium Deferred Fixed Annuity Contract  
Project Name/Number: Individual Limited Premium Deferred Fixed Annuity Contract/30-1209

## **Amendment Letter**

Submitted Date: 08/12/2011

### **Comments:**

Add Client Guide

### **Changed Items:**

### **Supporting Document Schedule Item Changes:**

### **User Added -Name: Client Guide**

Comment:

90001-11A Pacific Index Choice Client Guide.pdf



SERFF Tracking Number: PACL-127281381 State: Arkansas  
Filing Company: Pacific Life Insurance Company State Tracking Number: 49504  
Company Tracking Number: 30-1209  
TOI: A02I Individual Annuities- Deferred Non- Sub-TOI: A02I.004 Modified Single Premium  
Variable  
Product Name: Individual Limited Premium Deferred Fixed Annuity Contract  
Project Name/Number: Individual Limited Premium Deferred Fixed Annuity Contract/30-1209

## **Amendment Letter**

Submitted Date: 08/09/2011

### **Comments:**

The filing has been amended to included a revised version of the Contract Summary.

### **Changed Items:**

### **Supporting Document Schedule Item Changes:**

### **User Added -Name: Sample Contract Summary**

Comment:

CS1209AR.pdf

SERFF Tracking Number: PACL-127281381 State: Arkansas

Filing Company: Pacific Life Insurance Company State Tracking Number: 49504

Company Tracking Number: 30-1209

TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.004 Modified Single Premium Variable

Product Name: Individual Limited Premium Deferred Fixed Annuity Contract

Project Name/Number: Individual Limited Premium Deferred Fixed Annuity Contract/30-1209

## Form Schedule

### Lead Form Number: 30-1209

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	30-1209	Policy/Cont Individual Limited ract/Fratern Premium Deferred al Fixed Annuity Certificate Contract	Initial		0.000	30-1209.pdf
	25-1209	Application/ Individual Fixed Enrollment Annuity Application Form	Initial		0.000	25-1209.pdf
	20-1210	Policy/Cont Guaranteed ract/Fratern Withdrawal Benefit al VIII Rider – Single Certificate: Life Amendmen t, Insert Page, Endorseme nt or Rider	Initial		0.000	20-1210-2.pdf
	20-1211	Policy/Cont Guaranteed ract/Fratern Withdrawal Benefit al VIII Rider – Joint Life Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		0.000	20-1211-2.pdf



# PACIFIC LIFE

Pacific Life Insurance Company  
[700 Newport Center Drive  
Newport Beach, CA 92660  
(800) 722-4448]

## READ YOUR CONTRACT CAREFULLY

This is a legal contract between **you** (the "Owner") and **Pacific Life Insurance Company**, a stock company, (hereinafter referred to as "**we**", "**us**", "**our**" and the "**Company**"). We agree to pay the benefits provided under this Contract, subject to its provisions. We have issued this Contract in consideration of the application and payment of the Initial Purchase Payment.

**AMOUNTS WITHDRAWN OR APPLIED FOR AN ANNUITY BEFORE THE END OF THE WITHDRAWAL CHARGE PERIOD WILL BE ADJUSTED UPWARD OR DOWNWARD BASED ON THE MARKET VALUE ADJUSTMENT FORMULA SPECIFIED IN THIS CONTRACT.**

**THE AMOUNTS ALLOCATED TO THE INDEX-LINKED OPTIONS EARN INTEREST BASED ON AN EXTERNAL INDEX OR INDICES. THIS INTEREST IS NOT GUARANTEED, AND WHILE THE CONTRACT VALUES MAY BE AFFECTED BY AN EXTERNAL INDEX, THE CONTRACT DOES NOT DIRECTLY PARTICIPATE IN ANY STOCK OR EQUITY INVESTMENTS. THE DETAILS OF THE INDEX-LINKED OPTIONS BEGIN ON PAGE 11.**

**THERE IS A WITHDRAWAL CHARGE APPLICABLE TO YOUR CONTRACT. PLEASE REVIEW YOUR CONTRACT SPECIFICATIONS PAGE AND THE CHARGES, FEES AND DEDUCTIONS PROVISION CAREFULLY.**

**THE DEATH BENEFIT PROVIDED UNDER THIS CONTRACT WILL BE REDUCED BY ANY RECAPTURE MADE IN ACCORDANCE WITH THE RECAPTURE OF CREDIT ENHANCEMENT PROVISION.**

**Right to Cancel – You may return this Contract within [twenty (20)] days after you receive it. To do so, mail it to us at our Service Center or to the agent who sold it to you. No charges will be imposed, and we will refund any Purchase Payments minus any withdrawals.**

Signed for the Company at Newport Beach, California, to be effective as of the Contract Date.

## PACIFIC LIFE INSURANCE COMPANY

[

Chairman and Chief Executive Officer

Secretary ]

**LIMITED PREMIUM DEFERRED FIXED ANNUITY CONTRACT WITH INDEX-LINKED INTEREST OPTIONS, MARKET VALUE ADJUSTMENT, CREDIT ENHANCEMENT FEATURES, AND WAIVER OF WITHDRAWAL CHARGES IN CERTAIN CASES**

Guaranteed Interest Rates – Market Value Adjustment  
Annuities Payable in Fixed Dollar Amounts  
Death Benefit Amount Payable Before Annuity Date  
Multiple Annuity Payout Options  
Non-Participating

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## CONTRACT SPECIFICATIONS

### CONTRACT DATA

<b>Contract Number:</b>	[FA99999999]	<b>Contract Date:</b>	[01-01-2009]
<b>Contract Type:</b>	[Non-Qualified]	<b>Maximum Issue Age:</b>	[85]
<b>Owner(s):</b>	[John Doe] [Jane Doe]		
<b>Annuitant(s):</b>	[John Doe] [Jane Doe]	<b>Annuitant's Age:</b>	[35] [35]
<b>Annuity Date:</b>	[01-01-2027]	<b>Annuitant's Sex:</b>	[Male] [Female]

### PURCHASE PAYMENTS

<b>Initial Purchase Payment Amount:</b>	[\$25,000]
<b>Credit Enhancement:</b>	[1.50%]
<b>Minimum Subsequent Purchase Payment Amount:</b>	[\$1,000*]
*Additional Purchase Payments allowed for 60 days after Contract Date	
<b>Maximum Purchase Payment Amount without Home Office Approval:</b>	[\$1,000,000]
<b>Maximum Aggregate Additional Purchase Payments:</b>	[\$100,000]

### OPTIONAL RIDER(S)

<u>Name</u>	<u>Annual Charge %</u>	<u>Maximum Annual Charge %</u>
[Rider – Single Life	0.65%]	1.50%
[Rider – Joint Life	0.60%]	1.50%

### WITHDRAWAL CHARGE PERIOD / TABLE OF WITHDRAWAL CHARGE PERCENTAGES

<u>[Year of Withdrawal</u>	<u>% of Gross Withdrawal</u>
First	9%
Second	8%
Third	8%
Fourth	7%
Fifth	6%
Sixth	4%
Seventh and Later	0%]

FOR A COMPLETE DESCRIPTION OF THE CHARGES, FEES AND DEDUCTIONS SHOWN ABOVE AND OTHER APPLICABLE FEES AND CHARGES, REFER TO THE **CHARGES, FEES AND DEDUCTIONS** SECTION OF THE CONTRACT OR THE ANNUAL CHARGE PROVISION OF THE OPTIONAL RIDER(S) SHOWN ABOVE, IF ANY.

## **CONTRACT SPECIFICATIONS (continued)**

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### **S&P 500® INDEX**

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**CONTRACT SPECIFICATIONS (continued)**

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**CONTRACT MINIMUM RATES AND CAPS**

	<b>Fixed Account Option</b>	<b>1 Year Point to Point Index- Linked Option</b>	<b>2 Year Point to Point Index- Linked Option</b>	<b>Declared Index Interest Option</b>
<b>Available Indices</b>	N/A	[S&P 500 <sup>®</sup> & MSCI ACWI <sup>®</sup> ]	[S&P 500 <sup>®</sup> & MSCI ACWI <sup>®</sup> ]	[S&P 500 <sup>®</sup> & MSCI ACWI <sup>®</sup> ]
<b>Minimum Fixed Account Option Guaranteed Rate</b>	[1.0%]	N/A	N/A	N/A
<b>Minimum Index-Linked Interest Rate Cap</b>	N/A	[2.25%]	[4.5%]	N/A
<b>Minimum Declared Index Interest Option Rate</b>	N/A	N/A	N/A	[2.0%]

## CONTRACT SPECIFICATIONS (continued)

### INITIAL PURCHASE PAYMENT ALLOCATIONS

	Purchase Payment Allocation Percentage	Purchase Payment Allocation Amount	Fixed Account Option Guaranteed Rate	Initial Index-Linked Interest Rate Cap For Purchase Payments Less Than \$100,000	Initial Declared Index Interest Rate For Purchase Payments Less Than \$100,000	Initial Guarantee Period	Index Term
				Initial Index-Linked Interest Rate Cap For Purchase Payments \$100,000 and Greater	Initial Declared Index Interest Rate For Purchase Payments \$100,000 and Greater		
<b>Fixed Account Option</b>	[10%]	[\$10,000.00]	[3%]	N/A	N/A	[6 years]	NA
<b>Index Linked Options:</b>							
<b>1 Year Point to Point S&amp;P 500®</b>	[15%]	[\$15,000.00]	N/A	[4.0%]	N/A	[6 years]	1 year
				[5.0%]			
<b>1 Year Point to Point MSCI ACWI®</b>	[15%]	[\$15,000.00]	N/A	[4.0%]	N/A	[6 years]	1 year
				[5.0%]			
<b>2 Year Point to Point S&amp;P 500®</b>	[15%]	[\$15,000.00]	N/A	[4.0%]	N/A	[6 years]	2 year
				[5.0%]			
<b>2 Year Point to Point MSCI ACWI®</b>	[15%]	[\$15,000.00]	N/A	[4.0%]	N/A	[6 years]	2 year
				[5.0%]			
<b>Declared Index Interest Option S&amp;P 500®</b>	[15%]	[\$15,000.00]	N/A	N/A	[5.0%]	[6 years]	1 year
					[6.0%]		
<b>Declared Index Interest Option MSCI ACWI®</b>	[15%]	[\$15,000.00]	N/A	N/A	[5.0%]	[6 years]	1 year
					[6.0%]		



## CONTRACT SPECIFICATIONS (continued)

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### **Service Center**

#### **Send Forms and written requests to:**

Pacific Life Insurance Company  
[P.O. Box 2378]  
[Omaha, Nebraska 68103-2378]

#### **Send Payments to:**

Pacific Life Insurance Company  
[P.O. Box 2290]  
[Omaha, Nebraska 68103-2290]

**Hours:** [Between 6:00 am and 5:00 pm, Pacific Standard Time]

**Toll-Free Number for Contract Owners:** [1-800-722-4448]

**Toll-Free Number for Registered Representatives:** [1-800-722-2333]

Please use our toll-free number to present inquiries or obtain information about your coverage and for us to provide assistance in resolving complaints or you may call your state insurance department.

## DEFINITION OF TERMS

**Age** – The Owner's or Annuitant's age, as applicable, at his or her last birthday.

**Annuitant** – The person you name on whose life annuity payments may be determined. An Annuitant's life may be used to determine the Annuity Date. If you designate Joint Annuitants or a Contingent Annuitant, "Annuitant" means the sole surviving Annuitant, unless otherwise stated. If the Contract is owned by a Non-Natural Owner, you may not designate a Joint or Contingent Annuitant. Any named Annuitant, Joint Annuitant, or Contingent Annuitant must be equal to or younger than the Maximum Issue Age as shown in the Contract Specifications as of the Contract Date. If the Contract is a Non-Qualified Contract, you cannot change the Annuitant or add a Joint Annuitant after issue. If the Contract is a Qualified Contract, you may add a Joint Annuitant only on the Annuity Date.

**Annuity Date ("Annuity Start Date")** – The date shown in the Contract Specifications, or the date you later elect, if any, for the start of annuity payments if the Annuitant is still living and the Contract is in force; or if earlier, the date that annuity payments actually begin.

**Annuity Options** – Income options available for a series of payments after the Annuity Date.

**Beneficiary** – The person you name who may receive any death benefit proceeds or any remaining annuity benefits in accordance with the provisions of this Contract.

**Code** – The Internal Revenue Code of 1986, as amended.

**Contingent Annuitant** – The person, if any, you select to become the Annuitant if the Annuitant dies before the Annuity Date. You may add or change the Contingent Annuitant prior to the Annuity Date provided the Contingent Annuitant is not the sole surviving Annuitant. The age of any Contingent Annuitant you name must be equal to or younger than the Maximum Issue Age as shown in the Contract Specifications as of the Contract Date. If the Contract is owned by a Non-Natural Owner, you may not designate a Contingent Annuitant.

**Contingent Beneficiary** – The person, if any, you select to become the Beneficiary if the Beneficiary dies.

**Contract Anniversary** – The same date, in each subsequent year, as the Contract Date.

**Contract Date** – The date we issued this Contract, as shown in the Contract Specifications. Contract Years and Contract Anniversaries are measured from the Contract Date.

**Contract Value** – The Contract Value is equal to the sum of the Fixed Account Option Value and the Index-Linked Option(s) Value(s).

**Fixed Account Option ("FAO")** – An Interest Crediting Option to which Purchase Payments and transfers may be allocated. The FAO available under the Contract is shown in the Contract Specifications.

**Fixed Account Option Value ("FAO Value")** – The value of the amount allocated to the FAO plus interest credited daily at the FAO Guaranteed Rate.

**Fixed Account Option Guaranteed Rate** – The annual rate of interest that we declare from time to time for the FAO and which is accrued daily. The Fixed Account Option Guaranteed Rate will be declared on each Contract Anniversary after the Initial Guarantee Period has expired and will never be less than the Minimum Fixed Account Option Guaranteed Rate shown in the Contract Specifications.

**Full Withdrawal Value** – The amount payable to you if the Contract is terminated before the Annuity Date. The Full Withdrawal Value is the greater of:

- (a) the Contract Value, less applicable withdrawal charges and adjusted for any applicable Market Value Adjustment; or
- (b) the Guaranteed Minimum Surrender Value

**Guaranteed Minimum Surrender Value (“GMSV”)** – The minimum value you will receive upon surrender, death or annuitization. The GMSV equals [100%] of Purchase Payments (excluding any Credit Enhancements), less any prior partial withdrawals and applicable withdrawal charges, accumulated with interest, less applicable withdrawal charges. The applicable interest rate is [1.00%] for Purchase Payments allocated to the FAO and [1.00%] for Purchase Payments allocated to the ILO(s).

**Index** – Refers to the Index shown in the Contract Specifications and is used to determine any Index-Linked Interest that is credited to an Index-Linked Option on a Contract Anniversary, or upon death or annuitization. If the Index is discontinued or if the calculation of the Index is substantially changed, we will substitute an alternative Index, as approved by the state Insurance Department, and notify you in writing.

**Index Price** – Prices for the S&P 500<sup>®</sup> Index and the MSCI ACWI<sup>®</sup> Index are as of the close of the New York Stock Exchange (NYSE) each day that the NYSE is open. On any day that the NYSE is not open, the Index Price from the last NYSE close will apply.

**Index-Linked Option (“ILO”)** – An Interest Crediting Option to which Purchase Payments and transfers may be allocated. The Index-Linked Options available under the Contract are shown in the Contract Specifications. We may cease to offer a specific ILO or cease to accept transfers to a specific ILO at any time.

**Index-Linked Option Value (“ILO Value”)** – The value of the amount allocated to an Index-Linked Option.

**Index-Linked Interest (“ILI”)** – An interest amount credited to an Index-Linked Option as described in the **Index-Linked Option Interest Crediting** provision.

**Index-Linked Interest Rate Cap (“Cap”)** – The maximum interest percentage that can be credited at the end of an Index Term for any Index-Linked Option with a Point-to-Point calculation. After the Initial Guarantee Period, new Index-Linked Interest Rate Caps may be declared on each Contract Anniversary. However, the Index-Linked Interest Rate Cap will never be less than the Minimum Index-Linked Interest Rate Cap shown in the Contract Specifications.

**Index Term** – A period used to measure the change in Index prices for each Index-Linked Option. At the end of the Index Term, we may credit Index-Linked Interest. The initial Index Term for an Index-Linked Option begins on the Contract Date, or in the case of an additional Purchase Payment, the date the Purchase Payment was applied to the contract. Subsequent Index Terms begin on a Contract Anniversary. The duration of each Index Linked Option's Index Term is shown on the Contract Specifications page. The end date for an Index Term is on a Contract Anniversary, unless a death benefit is payable or annuitization begins prior to the Contract Anniversary. There can only be one Index Term for each Index-Linked Option at a time.

**Declared Index Interest Rate** – The interest percentage that can be credited at the end of an Index Term for an Index-Linked Option with a Declared Index Interest Option calculation. After the Initial Guarantee Period, new Declared Index Interest Rates may be declared on each Contract Anniversary. However, the Declared Index Interest Rate will never be less than the Minimum Declared Index Interest Rate shown in the Contract Specifications.

**Initial Guarantee Period** – The period of time set at Contract issue for which the Fixed Account Option Guaranteed Rate, Index-Linked Interest Rate Caps, and the Declared Index Interest Rates will not change. After the Initial Guarantee Period, the Fixed Account Option Guaranteed Rate, Index-Linked Interest Rate Caps, and the Declared Index Interest Rates may change as described in the Contract.

**Interest Crediting Option** – The Fixed Account Option or any Index-Linked Options offered under the Contract.

**Market Value Adjustment (MVA)** – An adjustment to an amount withdrawn from the Contract Value as described in the **Market Value Adjustment** provision. The adjustment may be positive or negative.

**Non-Natural Owner** – A corporation or other entity that is not a (natural) person.

**Non-Qualified Contract** – A Contract other than a Qualified Contract.

**Notice Date** – The day on which we receive, in a form satisfactory to us, proof of death and instructions satisfactory to us regarding payment of death benefit proceeds.

**Owner** – The person(s) who has (have) all rights under this Contract. If the Contract names two Owners, Owner means both Owners ("Joint Owners"). The age of any named Owner must be equal to or less than the Maximum Issue Age as shown in the Contract Specifications as of the Contract Date. If the Contract allows you to change or add Owners after the Contract is issued, the age of any newly-named or added Owners, including Joint Owners, must be equal to or less than the Maximum Issue Age as shown in the Contract Specifications at the time of such change or addition.

**Primary Annuitant** – The individual that is named in the Contract, the events in the life of whom are of primary importance in affecting the timing or amount of the payout under the Contract.

**Purchase Payment** – An amount paid to us, by or on behalf of an Owner, as consideration for the benefits provided under this Contract.

**Qualified Contract** – A Contract that qualifies under the Code as an individual retirement annuity ("IRA") or a Contract purchased under a Qualified Plan that qualifies for special tax treatment under the Code.

**Qualified Plan** – A retirement plan that receives favorable tax treatment under Section 401, 403, 408, 408A or 457 of the Code.

**Service Center** – Our mailing address shown in the Contract Specifications. We will notify you of any change in our mailing address.

**You and Your** – The entity or person(s) named as Owner(s) in the Contract Specifications. If there are Joint Owners, you and your mean both Joint Owners.

## GENERAL PROVISIONS

**Report to Owner(s)** – At least once per year prior to the Annuity Date, we will provide you with a report that will show the beginning and ending dates of the current report period, the Contract Value at the beginning and end of the report period with an indication that the value is prior to the application of any Market Value Adjustment formula, the transactions, identified by type, that have occurred since the last report, the Full Withdrawal Value at the end of the report period and the Market Value Adjustment amount used to determine that Full Withdrawal Value, and any other information required by law. Additional status reports are available upon request at no charge.

**Payments, Instructions and Requests** – Unless this Contract provides otherwise, all Purchase Payments, instructions and requests must be received in a form satisfactory to us at our Service Center. Any subsequent Purchase Payments, transfers or withdrawals received by us on any day our Service Center is open for business will usually be processed the same day, unless the transaction or event is scheduled to occur on another day.

If any transaction or event is scheduled to occur on a day that does not exist in a given month, such transaction or event will occur on the last calendar day of the month, unless otherwise stated.

We may require that you provide signature guarantees or other safeguards for any instruction, request or other document you may send to our Service Center. You acknowledge and agree that we will not be liable for any loss, liability, cost or expense of any kind or character for acting on instructions or requests submitted to us that we reasonably believe to be genuine.

**Entire Contract** – This Contract, the attached application and any attached riders and endorsements, constitute the entire Contract, and supersede any and all prior agreements, whether oral or written, about the terms of this Contract and the application. All statements made in the application are representations and not warranties.

**Contract Modifications** – Modifications to this Contract or any waiver of our rights or requirements under this Contract can only be made if in writing by an authorized officer of the Company. This Contract is intended to qualify as an annuity contract for federal income tax purposes. In addition, if this Contract is a Qualified Contract, this Contract is intended to qualify as part of a Qualified Plan. To that end, the provisions of this Contract are to be interpreted and administered to ensure or maintain such tax qualification, notwithstanding any other provisions to the contrary. We reserve the right to amend this Contract without the Owner's consent (except in those states where Owner's consent is required) and/or our administrative procedures to reflect any clarifications that may be needed or are appropriate to maintain its tax qualification or to conform this Contract to any applicable changes in the tax qualification requirements.

**Basis of Values** – A detailed statement showing how values are determined has been filed in accordance with state insurance requirements. All values and reserves are at least equal to those required by the laws of the state in which this Contract is issued.

**Minimum Benefits** – The benefits provided under this Contract are not less than the minimum benefits required by the NAIC Standard Nonforfeiture Law for Individual Deferred Annuities, Model #805. Such benefits may be altered by additional amounts credited, partial withdrawals or full withdrawals as described in the applicable sections of this Contract.

**Claims of Creditors** – The Contract Value and other benefits under this Contract are exempt from the claims of creditors to the extent permitted by law.

**Removal of Beneficiary or Contingent Annuitant** – You may remove a Beneficiary or a Contingent Annuitant from this Contract by providing proper written instructions to our Service Center.

**Ownership** – This Contract belongs to the Owner. The Owner is entitled to exercise all rights available under this Contract. If this Contract names two Owners, both Owners must join in any request to exercise these rights. The Owner may exercise these rights without the consent of the Beneficiary or any other person, except as otherwise required by law.

**Assignment** – If your contract is a Non-Qualified Contract, you may assign all rights and benefits under this Contract before the Annuity Date. The assignment is effective on the date the notice of assignment is signed, subject to any payments made or actions taken by us prior to our receipt of the notice. We are not responsible for the validity of any assignment. If the Contract has been absolutely assigned, the assignee becomes the Owner. You should consult with your tax adviser to determine the tax consequences of an assignment before taking any action.

**Delay of Payments** – Generally, we will pay any amounts due from the Contract within seven (7) days after our receipt of the request, in a form satisfactory to us.

We may delay payments or transfers for up to six (6) months after the requested effective date of the transaction. If payment is delayed, we will credit the delayed amount with any interest required by law.

If you make any Purchase Payment by check, other than a cashier's check, we may delay making payments to you until your check has cleared.

**Incontestability** – After this Contract has been issued, we will not contest the validity of this Contract other than for misstatement of identity.

**Misstatement of Age and/or Sex** – We may require proof of the Annuitant's or Owner's Age and/or sex before any payments associated with the death benefit proceeds are made. If the Age and/or sex of the Annuitant or Owner is incorrectly stated, we will base any such payment associated with the death benefit proceeds on the Annuitant's or Owner's correct Age and/or sex.

We may require proof of the Annuitant's Age and/or sex before starting annuity payments. If the Age and/or sex (or both) of the Annuitant is incorrectly stated, we will correct the amount payable, based upon the Annuitant's correct Age and/or sex, if applicable. If we make the correction after annuity payments have started and we have made overpayments, we will deduct the amount of the overpayment, with interest at [1.50%] per year, from any payments due then or later. If we have made underpayments, we will add the amount, with interest at [1.50%] per year, of the underpayments to the next payment we make after we receive proof of the correct Age and/or sex.

**Proof of Life or Death** – Before we make a payment, we have the right to require proof of the life or death of any person on whose life or death determines whether, to whom, or how much we must pay any benefits under this Contract.

**Withholding Taxes** – We reserve the right to withhold from all payments made or deemed made under this Contract, any taxes required to be withheld by applicable federal or state law, unless the Owner or payee elects otherwise pursuant to applicable withholding rules.

**Non-Participating** – This Contract is classified as a non-participating contract. It does not participate in our profits or surplus, and therefore no dividends are payable.

## PURCHASE PAYMENTS

**Initial Purchase Payment** – This Contract will not be in force until we receive at our Service Center the Initial Purchase Payment. The Initial Purchase Payment is shown in the Contract Specifications.

**Additional Purchase Payments** – You may make additional Purchase Payments within the first 60 days of the Contract Date, while the Annuitant is living and this Contract is in force. Each additional Purchase Payment must be at least \$1,000. We may limit the amount of any single Purchase Payment. You must obtain our consent before making a Purchase Payment that will bring the aggregate additional Purchase Payments or aggregate Purchase Payments over the Maximum Purchase Payment amounts shown in the Contract Specifications.

Purchase Payments are payable in U.S. dollars either at our Service Center or through our agent. Checks should be made payable to **Pacific Life Insurance Company**. If you make Purchase Payments by check other than a cashier's check, withdrawal payments and any refund under the **Right to Cancel** provision may be delayed until your check has cleared. On request, a receipt for the Purchase Payment signed by an officer of the Company will be provided after payment.

**Credit Enhancement** – We will add a Credit Enhancement to the Contract Value at the time each Purchase Payment is applied to this Contract. The Credit Enhancement percentage is shown on the Contract Specifications page. The Credit Enhancement is treated as earnings for all purposes under the Contract and is not considered part of your Purchase Payments.

**Recapture of Credit Enhancement** – If the Owner cancels the Contract in accordance with the **Right to Cancel** provision, no Credit Enhancement amounts will be part of the amount returned under the **Right to Cancel** provision. If any Owner or sole surviving Annuitant dies in the first Contract Year, we will deduct on a pro-rata basis from the Death Benefit amount any Credit Enhancements applied to the Contract (as described in the **Death Benefit** provision).

**Purchase Payment Allocation** – You may allocate all or part of your Purchase Payments to one or more of the Interest Crediting Options available under this Contract. The Interest Crediting Options available on the Contract Date are shown in the Contract Specifications.

Subject the conditions above, you may change the Purchase Payment allocation by providing us with instructions in a form satisfactory to us. We will allocate any Purchase Payment according to your most recent allocation instructions. We may reject any instruction or Purchase Payment if your instructions are not clear or we cannot determine your allocation instructions.

**Minimum Contract Value** – We may terminate this contract if, as a result of any withdrawal, the remaining Contract Value is less than \$1,000.

## FIXED ACCOUNT OPTION INTEREST CREDITING

**Interest Rate** – The rate at which interest will be earned. We may declare guaranteed interest rates at any time. The initial guaranteed rate shown in the Contract Specifications is guaranteed for the duration of the Initial Guarantee Period, and applies to all payments and transfers to the Fixed Account Option (“FAO”) during the Initial Guarantee Period.

Upon the expiration of the Initial Guarantee Period and on all subsequent Contract Anniversaries, we will declare the renewal interest rate that the FAO will earn. Each rate will be guaranteed for one Contract Year and be effective on the Contract Anniversary. Any guaranteed rate for the FAO will never be less than the Minimum Fixed Account Option Guaranteed Rate shown in the Contract Specifications.

**Crediting Interest** – Interest will be credited daily to the FAO. We will stop crediting interest on that portion of the FAO Value that is transferred, withdrawn, or applied to provide an annuity, including any:

- Market Value Adjustment;
- withdrawal charges; and,
- charges for premium taxes and/or other taxes.



## INDEX-LINKED OPTION INTEREST CREDITING

**Index-Linked Interest** – On certain days, we will determine if the amounts allocated to an Index-Linked Option (“ILO”) are eligible to be credited with Index-Linked Interest (“ILI”). ILI will typically be calculated and credited on the following dates:

- any applicable Contract Anniversary;
- any day that the Contract Value will be applied in order to pay or determine a death benefit;
- any day that the Contract Value will be applied to an annuity option provided by us; and,
- any other day as determined by us, or if required by law.

We may declare guaranteed Index-Linked Interest Rate Caps and Declared Index Interest Rates at any time. The initial Index-Linked Interest Rate Caps and Declared Index Interest Rates shown in the Contract Specifications are guaranteed for the duration of the Initial Guarantee Period, and apply to Index Terms started during the Initial Guarantee Period.

Upon the expiration of the Initial Guarantee Period and on all subsequent Contract Anniversaries, we will declare renewal Index-Linked Interest Rate Caps and Declared Index Interest Rates for subsequent Index Terms, which will be no less than the guaranteed Minimum Index-Linked Interest Rate Caps and Minimum Declared Index Interest Rate shown in the Contract Specifications. The declared renewal Index-Linked Interest Rate Caps and Declared Index Interest Rates are guaranteed until the end of any Index Term started on the applicable Contract Anniversary.

**The formula for calculating an Annual Point to Point ILI is as follows:**

**Step One – Determine Index Return**

Index Return = (ending Index Price\*\* – starting Index Price\*) ÷ starting Index Price

If the Index Return is less than or equal to zero, then ILI will be equal to 0%.

**Step Two – Adjust Index Return**

Adjusted Index Return = Lesser of Index Return or the Index-Linked Interest Rate Cap

**Step Three – Determine Index-Linked Interest**

Index-Linked Interest = (ILO Value X Pro-rata Factor X Adjusted Index Return)

where:

- ILO Value equals the Index-Linked Option Value on the prior Contract Anniversary minus withdrawals and any related charges during the contract year.
  - On the first Contract Anniversary, Index-Linked Interest will be determined using the Purchase Payment amount plus any credit enhancement, less withdrawals and related charges. If there are subsequent Purchase Payments in the first Contract Year, the formula will be applied against each subsequent Purchase Payment separately and withdrawals will be deducted from Purchase Payments on a first-in, first-out (FIFO) basis.
- Pro-rata Factor equals 1, unless there is a subsequent Purchase Payment, a death benefit is payable or the contract is annuitized. If there is a subsequent Purchase Payment, the Pro-rata Factor is equal to the number of days the Purchase Payment is allocated to an Index Term (counted from the day the Purchase Payment was received until the end of the Index Term) divided by 365. If a death benefit is payable or the Contract is annuitized, the Pro-rata Factor is equal to the number of days from the beginning of the Index Term until the Notice Date or Annuity Start Date, divided by 365.
- Adjusted Index Return, as determined in Step Two.

\*The starting Index Price for Purchase Payments made in the first Contract Year is the Index Price on the day each Purchase Payment was received. After the first Contract Year, the starting Index Price is the Index Price as of the Contract Anniversary that coincides with the start of the Index Term.

\*\* The ending Index Price on the Contract Anniversary is the Index Price on the Contract Anniversary that coincides with the end of the index term. In the event of death, the ending Index Price is the Index Price as of the Notice Date. In the event of annuitization, the ending Index Price is the Index Price as of the Annuity Start Date.

**The formula for calculating a Two Year Point to Point ILI is as follows:**

**Step One – Determine Index Return**

Index Return = (ending Index Price\*\* – starting Index Price\*) ÷ starting Index Price

If the Index Return is less than or equal to zero, then no ILI will be paid.

**Step Two – Adjust Index Return**

Adjusted Index Return = Lesser of Index Return or the Index-Linked Interest Rate Cap

**Step Three – Determine Index-Linked Interest**

Index-Linked Interest = (ILO Value X Pro-rata Factor X Adjusted Index Return);

where:

- ILO Value equals the Index-Linked Option Value at the start of the Index Term minus withdrawals and related charges during the Index Term.
  - On the second Contract Anniversary, Index-Linked Interest will be determined using Purchase Payment amount plus credit enhancement, less withdrawals and related charges. If there are subsequent Purchase Payments in the first Contract Year, the formula will be applied against each subsequent Purchase Payment separately and withdrawals will be deducted from Purchase Payments on a first-in, first-out (FIFO) basis.
- Pro-rata Factor equals 1, unless there is a subsequent Purchase Payment, a death benefit is payable or the contract is annuitized. If there is a subsequent Purchase Payment, the Pro-rata Factor is equal to the number of days the Purchase Payment is allocated to an Index Term (counted from the day the Purchase Payment was received until the end of the Index Term) divided by 730. If a death benefit is payable or the Contract is annuitized, the Pro-rata Factor is equal to the number of days from the beginning of the Index Term until the Notice Date or Annuity Start Date, divided by 730.
- Adjusted Index Return, as determined in Step Two.

\*The starting Index Price for Purchase Payments made in the first Contract Year is the Index Price on the day each Purchase Payment was received. For index terms that begin after the first Contract Year, the starting Index Value is the Index Price on the Contract Anniversary that coincides with the start of the Index Term.

\*\* The ending Index Price at the end of an index term is the Index Price on the Contract Anniversary that coincides with the end of the Index Term. In the event of death, the ending Index Price is the Index Price as of the Notice Date. In the event of annuitization, the ending Index Price is the Index Price as of the Annuity Start Date.

**The formula for calculating the Declared Index Interest Option ILI is as follows:**

**Step One – Compare Index Value**

Difference in Index = (Ending Index Price \*\* – Starting Index Price \*)

If the Difference in Index is equal to or greater than zero, then ILI will be paid.

**Step Two – Determine Index-Linked Interest**

Index-Linked Interest = (ILO Value X Pro-rata Factor X current Declared Index Interest Rate);

where:

- ILO Value equals the Index-Linked Option Value on the prior Contract Anniversary minus withdrawals and related charges during the contract year.
  - On the first Contract Anniversary, Index-Linked Interest will be determined using Purchase Payment amount plus credit enhancement, less withdrawals and related charges. If there are subsequent Purchase Payments in the first Contract Year, the formula will be applied against each subsequent Purchase Payment separately and withdrawals will be deducted from Purchase Payments on a first-in, first-out (FIFO) basis
- Pro-rata Factor equals 1, unless there is a subsequent Purchase Payment, a death benefit is payable or the contract is annuitized. If there is a subsequent Purchase Payment, the Pro-rata Factor is equal to the number of days the Purchase Payment is allocated to an Index Term (counted from the day the Purchase Payment was received until the end of the Index Term) divided by 365. If a death benefit is payable or the Contract is annuitized, the Pro-rata Factor is equal to the number of days from the beginning of the Index Term until the Notice Date or Annuity Start Date, divided by 365.

\* The starting Index Price for Purchase Payments made in the first Contract Year is the Index Price on the day each Purchase Payment was received. After the first Contract Year, the starting Index Price is the Index Price on the Contract Anniversary that coincides with the start of the Index Term.

\*\* The ending Index Price is the Index Price on the Contract Anniversary that coincides with the end of the Index Term. In the event of death, the ending Index Price is the Index Price as of the Notice Date. In the event of annuitization, the ending Index Price Value is the Index Price as of the Annuity Start Date.

## CONTRACT VALUES

**Contract Value** – The Contract Value on any given day is the sum of:

- the FAO Value; and
- the ILO Values.

We generally determine values daily.

**FAO Value** – The FAO Value on any day is the FAO Value as of the prior day, increased by any additions to the FAO on that day as a result of any:

- interest;
- Purchase Payments received by us and allocated the FAO, including any Credit Enhancement; and
- transfers allocated to the FAO;

and decreased by any deductions from the FAO on that day as a result of any:

- transfers from the FAO;
- withdrawals, including any applicable withdrawal charges and MVA;
- annual charges for expenses relating to any optional benefit riders attached to the Contract; and
- charges for premium taxes and/or other taxes.

**ILO Value** – The ILO Value on any day is the ILO Value as of the prior day, increased by any additions to the ILO on that day as a result of any:

- interest credited as described in the **Index-Linked Option Interest Crediting** section;
- Purchase Payments received by us and allocated the ILO, including any Credit Enhancement; and
- transfers allocated to the ILO;

and decreased by any deductions from the ILO on that day as a result of any:

- transfers from the ILO;
- withdrawals, including any applicable withdrawal charges and MVA;
- annual charges for expenses relating to any optional benefit riders attached to the Contract; and
- charges for premium taxes and/or other taxes.

## CHARGES, FEES AND DEDUCTIONS

**Premium Taxes** – From the Contract Value, we will deduct a charge for any taxes we pay that are attributable to Purchase Payments or withdrawals. Such taxes may include, but are not limited to: any federal, state or local premium or retaliatory taxes; and any federal, state or local income, excise, business or any other type of tax (or component thereof), measured by or based upon, directly or indirectly, the amount of Purchase Payments we receive from you. We will normally deduct this charge upon annuitization. However, we may impose this charge on any withdrawal, at the time any death benefit is paid, when the taxes are incurred or when we pay the taxes. We will base this charge on the Contract Value, the amount of the transaction, the aggregate amount of Purchase Payments we receive under the Contract; or any other amount that, in our sole discretion, we deem appropriately reimburses us for premium taxes paid on this Contract.

**Contingent Deferred Sales Charge (“Withdrawal Charge”)** – Withdrawals from the Contract Value are subject to a withdrawal charge which is shown in the Contract Specifications. This charge may apply to amounts withdrawn under the Contract prior to the Annuity Date, depending on which Contract Year the withdrawal is made in.

We will not apply the withdrawal charge on:

- distributions resulting from the death of the first Owner or the sole surviving Annuitant before the Annuity Date, except as provided under the **Death of Owner** provision for certain Non-Natural Owners;
- after the first Contract Year, if the Contract Value is applied to provide an annuity option from us;
- withdrawals after 90 days from the Contract Date if the Owner or Annuitant has been confined to an accredited nursing home for 30 days or more, and was not confined to the nursing home on the Contract Date. Confinement period for which you seek the waiver must begin after the Contract Date;
- withdrawals to meet required minimum distributions for Qualified Contracts as they apply to amounts held under the Contract;
- withdrawals after the first Contract Anniversary, if the Owner or Annuitant has been diagnosed as having a medically determinable condition that results in a life expectancy of twelve (12) months or less and we are provided with medical evidence satisfactory to us; or
- withdrawals as defined under the “Free Withdrawals” section below.

**Amount of Withdrawal Charge** – The amount of a withdrawal charge depends on which Contract Year the withdrawal is taken in. The withdrawal charge percentage, as shown in the Contract Specifications for the applicable Contract Year, will be applied to the amount withdrawn. Adjustments may be made for any amounts eligible to be considered under the **Free Withdrawals** provision for that Contract Year.

The withdrawal charge will be deducted proportionately from each Interest Crediting Option selected for withdrawal, unless otherwise requested and agreed upon by us.

**Free Withdrawals** – During the first Contract Year, you may withdraw, free of withdrawal charges and MVA, amounts up to 10% of the Purchase Payments, less previous withdrawals. For subsequent Contract Years, you may withdraw 10% of the Contract Value as of the prior Contract Anniversary, less any withdrawals taken during the current Contract Year, free of withdrawal charges and MVA.

The amount available for free withdrawal is not cumulative. Any amount eligible for free withdrawal in a Contract Year that is not taken may not be carried over and be available to be taken free of the withdrawal charge in a later Contract Year.

## TRANSFER PROVISIONS

**Transfers** – You may, on or before the Annuity Date and subject to the requirements, limitations and restrictions described in this section, transfer the value in any Interest Crediting Option among other currently available Interest Crediting Options, while the Contract is in force.

Transfers between any Interest Crediting Option must take place on a Contract Anniversary. The following conditions also apply to these transfers:

- (a) Transfers from an ILO are only permitted at the end of the corresponding annual or two year Index Term.
- (b) Transfers to the FAO or to a new ILO are permitted on any Contract Anniversary.
- (c) Transfers to an existing ILO are only permitted at the end of the corresponding annual or two year Index Term.

Transfers between the Interest Crediting Options will normally be effective on the Contract Anniversary, provided the transfer request, in a form satisfactory to us, is received at our Service Center by the day prior to the Contract Anniversary.

Unless you instruct us otherwise, we will automatically transfer the Index-Linked Option Value of an expiring Index Term into a new Index Term under the same ILO, or if the same ILO is not available, to the Fixed Account Option.

## WITHDRAWAL PROVISIONS

**Withdrawals** – You may withdraw all or a portion of the Contract Value while the Annuitant is living. Such withdrawals will be subject to any applicable withdrawal charges, Market Value Adjustments, or any applicable premium taxes.

Each withdrawal, including systematic withdrawals:

- must occur at least 30 days after the Contract Date but before the Annuity Date;
- must be at least \$500.

Your withdrawal, plus any applicable withdrawal charge and Market Value Adjustment, will be deducted from your Contract Value.

If the withdrawal reduces the Contract Value to an amount less than \$1,000, we may terminate this Contract and pay you the withdrawal proceeds (see **Termination of Contract** provision). Payment of the withdrawal proceeds will end this Contract and we will have no further obligations under the Contract.

You may specify that the withdrawal be taken from a specific Interest Crediting Option(s) or proportionally from all Interest Crediting Options. If your request does not specify the Interest Crediting Option(s) from which the withdrawal is to be made, the withdrawal will be taken pro rata from all Interest Crediting Options relative to the Contract Value in each option.

Withdrawals will normally be effective the day a proper withdrawal request is received at our Service Center.

**Amount Available for Withdrawal** – The amount available for withdrawal is the Contract Value as of the end of the day on which the withdrawal request is effective, less any:

- withdrawal charge;
- Market Value Adjustment;
- charges for expenses relating to any optional riders attached to the Contract; and
- charges for premium taxes and/or other taxes.

The amount we send you (the "withdrawal proceeds") will also reflect any required or requested federal and/or state income tax withholding.

**Systematic Withdrawals** – If you wish, you can choose between three systematic withdrawal options: (a) Fixed Dollar Amount; (b) Fixed Percentage; and (c) RMDs, all more fully explained below. We need at least 10 days notice to change or stop these options. The withdrawals can occur on a monthly, quarterly, semi-annual, and annual basis.

- (a) **Fixed Dollar Amount** – Any dollar amount that is at least \$500.
- (b) **Fixed Percentage** – Any percentage amount of Contract Value that provides a dollar amount of at least \$500.
- (c) **RMDs** – withdrawals designated to meet required minimum distributions for Qualified Contracts as they apply to amounts held under the Contract.

**Termination of Contract** – You may, on or before the Annuity Date, terminate this Contract for its withdrawal proceeds, while the Annuitant is living and the Contract is in force. We may require the return of this Contract or a signed Lost Contract Affidavit with your request. The withdrawal proceeds will be equal to the **Full Withdrawal Value** less any required or requested income tax withholding.

Your request to terminate the Contract will normally be effective as of the end of the day such request, in a form satisfactory to us, is received at our Service Center. Payment of the withdrawal proceeds will end this Contract and we will have no further obligations under the Contract.



## MARKET VALUE ADJUSTMENT

**Market Value Adjustment (MVA)** – A full or partial withdrawal of the Contract Value before the end of the withdrawal charge period will be adjusted upward or downward by an applicable MVA.

The formula for calculating the MVA is as follows:

$$(W - f) * \left[ (J - I) * \left( \frac{N}{12} \right) \right] \text{ where:}$$

*W* - is the amount withdrawn to provide payment to you or to provide an annuity;

*f* - During the first Contract Year, 10% of the Purchase Payments, less previous withdrawals. For subsequent Contract Years, 10% of the Contract Value as of the prior Contract Anniversary, less any free withdrawals taken during the current Contract Year;

*J* - is the current interest rate for the Fixed Account Option offered by us for newly issued contracts, plus 0.25%;

*I* - is the Initial Guaranteed Interest Rate for the Fixed Account Option shown in the Contract Specifications; and

*N* - is the number of complete months remaining in withdrawal charge period.

If the value of *J* is higher than *I*, then the MVA will reduce the amount withdrawn. If the value of *I* is higher than *J*, then the MVA will increase the amount withdrawn.

In the future we may cease offering new issues of this contract and no longer declare a current interest rate for the Fixed Account Option to determine *J*. In that event, we will declare a rate solely for the purpose of determining *J* that is consistent with rates for a Fixed Account Option with a similar initial guarantee period under a different product that is currently available.

The MVA is applied prior to the deduction of any withdrawal charges and any applicable premium taxes and/or other taxes. The MVA will be applied proportionately to each Interest Crediting Option selected for withdrawal, unless otherwise requested and agreed upon by us.

**MVA Limits** – The MVA is subject to the following restriction:

GI = Fixed Account Option non-forfeiture interest rate

$$\text{Floor\%} = 1 - \left[ \frac{(1 + GI)}{(1 + I)} \right]^{[(\text{surrender charge period} * 12 - N) / 12]}$$

Cap% = - Floor%

$$\text{MVA\%} = (J - I) * \left( \frac{N}{12} \right)$$

$$\text{MVA\% limit} = \text{Max} \left[ \text{Min}(\text{MVA\%}, \text{Floor\%}), \text{Cap\%} \right]$$

To calculate the MVA% limit, first determine the lesser of the MVA% and the Floor%, then determine the greater of the previous result and the Cap%. If the MVA% exceeds either the cap or the floor, the cap or floor becomes the new MVA%. Multiply the final MVA% by the gross withdrawal amount for the MVA. This positive or negative amount is subtracted from the gross withdrawal amount.

**Waiver of MVA** – The MVA does not apply to:

- (a) Withdrawals after the withdrawal charge period has expired;
- (b) withdrawals that qualify as free withdrawals under the **Free Withdrawals** provision;
- (c) distributions resulting from the death of the first Owner or sole surviving Annuitant before the Annuity Date;
- (d) withdrawals designated to meet required minimum distributions for Qualified Contracts as they apply to amounts held under the Contract;
- (e) withdrawals after the first Contract Year, if the Owner or Annuitant has been diagnosed as having a medically determinable condition indicating life expectancy of 12 months or less and we are provided with medical evidence satisfactory to us; or
- (f) withdrawals after 90 days from the Contract Date if the Owner or Annuitant has been confined to an accredited nursing home for 30 days or more, and was not confined to the nursing home on the Contract Date. Confinement period for which you seek the waiver must begin after the Contract Date.

## DEATH BENEFIT PROVISIONS

**Death Benefit** – A death benefit will be payable if any Owner or the sole surviving Annuitant dies before the Annuity Date and while this Contract is in force.

The proceeds of any death benefit will be payable upon receipt of, in a form satisfactory to us, proof of death and instructions regarding payment of the death benefit proceeds (the “Notice Date”).

These proceeds may be payable in a lump sum, as periodic payments under an Annuity Option available under this Contract, towards the purchase of any other Annuity Option we then offer, or in accordance with the Code (see **Death of Owner Distribution Rules**).

If there are multiple Beneficiaries, the Death Benefit Amount will be calculated when we first receive proof of death and instructions, in proper form, from any Beneficiary. Any Death Benefit Amount still remaining to be paid to any other Beneficiary will be invested in the FAO and earn at least the Minimum Fixed Account Option Guaranteed Rate as described in the Contract Specifications.

**Death Benefit Amount** – The Death Benefit Amount as of any day prior to the Annuity Date is equal to the greater of:

- (a) the Contract Value plus any pro-rata Index-Linked Interest; or
- (b) the Guaranteed Minimum Surrender Value

less any premium taxes or other taxes, if applicable.

**Death of Annuitant** – If the last Annuitant dies before the Owner and before the Annuity Date, the death benefit proceeds will be equal to the Death Benefit Amount as of the Notice Date. We will pay the death benefit proceeds to the first among the following who is (1) living; or (2) an entity designated to receive the death benefit proceeds; following the death of the sole surviving Annuitant:

- (a) the Owner;
- (b) the Joint Owner;
- (c) the Beneficiary;
- (d) the Contingent Beneficiary; or
- (e) the Owner's estate.

If an Annuitant dies and there is a surviving Joint Annuitant, the surviving Joint Annuitant becomes the Annuitant. If there is no surviving Joint Annuitant and there is a Contingent Annuitant, the Contingent Annuitant becomes the Annuitant. No death benefit will be paid, except as otherwise provided under the Death Benefit provision.

If you are the Annuitant and you die, we will determine the amount of any death benefit and to whom it will be paid under this **Death of Annuitant** provision. If the Contract is issued as a Non-Qualified Contract, we will distribute any death benefit proceeds under the **Death of Owner Distribution Rules** provision.

**Death of Owner** – If you are not the Annuitant and you die before the Annuitant and before the Annuity Date, the death benefit proceeds will be equal to the Death Benefit Amount as of the Notice Date.

If you die while the Annuitant is living and prior to the Annuity Date, we will pay the death benefit proceeds to the first among the following who is (1) living; or (2) an entity designated to receive the death benefit proceeds:

- (a) the Joint Owner;
- (b) the Beneficiary;
- (c) the Contingent Beneficiary; or
- (d) the Owner's estate.

If you are a Non-Natural Owner of a Contract other than a Contract issued under a Qualified Plan as defined in Section 401 or 403 of the Code, the Primary Annuitant will be treated as the Owner of the Contract for purposes of the Death of Owner Distribution Rules.

**Death of Owner Distribution Rules** – The following rules will determine when a distribution must be made under this Contract. These rules do not affect our determination of the amount of death benefit proceeds payable or distribution proceeds. If there is more than one Owner, these rules apply on the date on which the first of these Joint Owners die.

If the Owner dies before the Annuity Date, the designated recipient of the death benefit proceeds may elect to receive the death benefit proceeds:

- in a lump sum payment;
- within five (5) years following the Owner's death; or
- in the form of an annuity for life or over a period that does not exceed the life expectancy of the designated recipient, with annuity payments that start within one (1) year after the Owner's death.

Unless otherwise required by law, an election to receive an annuity (in lieu of a lump sum payment) must be made within such time frames as we may prescribe from time to time.

The Owner may designate that the Beneficiary is to receive the death benefit proceeds either through an annuity for life or over a period that does not exceed the life expectancy of the Beneficiary. Such designation must be made in writing in a form acceptable to us, and may only be revoked by the Owner in writing in a form acceptable to us. Upon death of the Owner, the Beneficiary cannot revoke or modify any designation made by the Owner on how the death benefit proceeds are to be paid.

If the spouse of the deceased Owner is the sole surviving Beneficiary, or is the sole surviving Joint Owner, and has an unrestricted right to receive the death benefit proceeds in a lump sum, the spouse may continue this Contract as Owner rather than receive the death benefit proceeds, provided that we receive instructions to continue the Contract within such time frames as we may prescribe from time to time.

On the Notice Date, if the surviving spouse is deemed to have continued the Contract, we will set the Contract Value equal to the Death Benefit Amount that would have been payable to the spouse as the deemed Beneficiary/designated recipient of the death benefit. If the Contract is continued by the spouse, the Death Benefit Amount will not include any pro-rata index-linked interest. Instead, the Contract will be credited with Index-Linked Interest on subsequent Contract Anniversaries as if the Owner's death had not occurred.

If the Owner dies on or after the Annuity Date, but payments have not yet been completed, then distributions of the remaining amounts payable under this Contract must be made at least as rapidly as the rate that was being used at the date of the Owner's death. All of the Owner's rights granted by the Contract will be assumed by the first among the following who is (1) living; or (2) an entity or corporation entitled to assume the Owner's rights granted by the contract:

- (a) the Joint Owner;
- (b) the Beneficiary; or
- (c) the Contingent Beneficiary.

If none are living (or if there is no entity or corporation entitled to assume the Owner's rights granted by the Contract), all of the Owner's rights granted by the Contract will be assumed by the Owner's estate.

This Contract incorporates all applicable provisions of Code Section 72(s) and any successor provision, as deemed necessary by us to qualify this Contract as an annuity contract for federal income tax purposes, including the requirement that, if the Owner dies before the Annuity Date, any death benefit proceeds under this Contract shall be distributed within five (5) years of the Owner's death (or such other period that we offer and that is permitted under the Code or such shorter period as we may require).

These **Death of Owner Distribution Rules** do not apply to Qualified Contracts issued under Qualified Plans as defined in Section 401, 403, 408 or 408A of the Code or to an annuity that is a qualified funding asset as defined in Code Section 130(d) (but without regard to whether there is a qualified assignment).

## BENEFICIARY PROVISIONS

**Designation of Beneficiary** – The Beneficiary is the person you name who may receive the Death Benefit Amount, or any remaining annuity payments after the Annuity Date, if the Annuitant or Owner dies. If you leave no surviving Beneficiary, your estate may receive the death benefit proceeds. If the Beneficiary is a trustee, we will neither be responsible for verifying a trustee's right to receive any Death Benefit Amount, nor for how the trustee disposes of any Death Benefit Amount. If before payment of any Death Benefit Amount, we receive proper notice that the trust has been revoked or is not in effect, then any Death Benefit Amount payable will be paid to the Contingent Beneficiary, if living; if not to the Owner's estate.

**Adding or Changing Your Beneficiary** – You may add, change, or remove any Beneficiary subject to the terms of any assignment, at any time prior to the death of the Annuitant or Owner, by providing us with a written request in a form satisfactory to us. Qualified Contracts may have additional restrictions on naming and changing Beneficiaries. Any change or addition will take effect on the date the notice of change is signed by the Owner, subject to any payments made or actions taken by us prior to receipt of the notice.

## ANNUITY PROVISIONS

**Date Annuity Payments Begin** – Annuity payments will begin on the Annuity Date, if the Annuitant is living and the Contract has not been terminated. Once annuity payments begin, no changes can be made to the Annuity Option and no further withdrawals will be allowed.

**Default Annuity Date and Annuity Option** – If you have a Non-Qualified Contract and you do not choose an Annuity Date when you submit your application, your Annuity Date will be your Annuitant's 95<sup>th</sup> birthday or your younger Joint Annuitant's 95<sup>th</sup> birthday, whichever applies. If you have a Qualified Contract and you do not choose an Annuity Date when you submit your application, your Annuity Date will be your Annuitant's 95<sup>th</sup> birthday. However, some states' laws may require a different Annuity Date. Certain Qualified Contracts may require distributions to occur at an earlier age.

If you have not specified an Annuity Option or do not instruct us otherwise, at your Annuity Date your Contract Value, less charges for premium taxes and/or other taxes, will be annuitized (if this net amount is at least \$10,000) as follows:

- If you have a Non-Qualified Contract, your default Annuity Option will be Life with a ten (10) year Period Certain; or
- If you have a Qualified Contract, your default Annuity Option will be Life with five (5) year Period Certain, or a shorter period certain as may be required by federal regulation. If you are married, different requirements may apply. Please contact your plan administrator for further information, if applicable.

If the net amount is less than \$10,000, the entire amount will be distributed in one lump sum.

**Change of Annuity Date and Annuity Option** – You may change the Annuity Date and/or Annuity Option by providing proper notice to us at least ten (10) days prior to the current Annuity Date or new Annuity Date, whichever is earlier.

The Annuity Date may not be earlier than the first Contract Anniversary and must occur on or before the day the younger Annuitant reaches his or her 95<sup>th</sup> birthday, or earlier as required by state law or the Code.

Prior to the Annuity Date, the Annuity Option in effect may be changed to any other Annuity Option contained in this Contract or allowed by us, subject to any state law or the Code.

If this is a Qualified Contract, additional restrictions under your Qualified Plan may apply. You should consult with your Qualified Plan administrator before making your selection.

**Application of Contract Value** – On the Annuity Date, unless directed otherwise, we will apply the greater of:

- a) the Contract Value plus any pro-rata Index-Linked Interest; or
- (b) the Guaranteed Minimum Surrender Value

less any premium taxes or other taxes, if applicable.

Annuity benefits will not be less than those that would have been provided by the application of an amount described above to purchase any single consideration immediate annuity offered by us to the same class of annuitants at the time annuity payments commence.

**Minimum Amount** – The minimum amount that may be applied to provide annuity payments is \$10,000. You may elect to have annuity payments made monthly, quarterly, semiannually, or annually. Regardless of the frequency of payments, the minimum annuity payment that you may elect to receive is \$250. We reserve the right to reduce the frequency of payments or the period certain if the initial annuity payment is less than \$250.

**Conversion to Current Rates** – Annuity payments will be based on the greater of:

- our current income factors in effect for this Contract; or
- our guaranteed income factors.

The dollar amount of any payments after the first annuity payment is specified during the annuity payment period according to the provisions of the elected Annuity Option.



## ANNUITY OPTIONS

The following Fixed Annuity Options are available under this Contract. Variable Annuity payout options are not available. Additional options may become available in the future:

**Option 1 – Life Only.** Periodic payments are made to the designated payee during the Annuitant's lifetime. Payments stop when the Annuitant dies.

**Option 2 – Life with Period Certain.** Periodic payments are made to the designated payee during the Annuitant's lifetime, with payments guaranteed for a specified period. You may choose to have payments guaranteed five (5) through thirty (30) years (in full years only). If the Annuitant dies before the guaranteed payments are completed, we will pay the remainder of the guaranteed payments to the first among the following who is (1) living; or (2) an entity designated to receive the remainder of guaranteed payments:

- (a) the Owner;
- (b) the Joint Owner;
- (c) the Beneficiary;
- (d) the Contingent Beneficiary; or
- (e) the Owner's estate.

If the Annuitant dies after all of the payments under the period certain have been paid, payments will stop when the Annuitant dies.

**Option 3 – Joint and Survivor Life.** Periodic payments are made to the designated payee during the lifetime of the Primary Annuitant. After the death of the Primary Annuitant, periodic payments are made for the life of the secondary Annuitant named in the election if and so long as such secondary Annuitant lives. Payments made based on the life of the secondary Annuitant may be in installments equal to 50%, 66 2/3% or 100% (as specified in the election) of the original payment amount payable during the lifetime of the Primary Annuitant. Payments cease when both Annuitants have died.

**Option 4 – Period Certain Only.** Periodic payments are made to the designated payee for a specified period. You may choose to have payments guaranteed ten (10) through thirty (30) years (in full years only). Additional options may become available in the future. Payments cease at the end of the selected period. If the Annuitant dies before the guaranteed payments are completed, we will pay the remainder of the guaranteed payments to the first among the following who is (1) living; or (2) an entity designated to receive the remainder of the guaranteed payments:

- (a) the Owner;
- (b) the Joint Owner;
- (c) the Beneficiary;
- (d) the Contingent Beneficiary; or
- (e) the Owner's estate.

## ANNUITY OPTION TABLES

**Applicability of Rates** – The annuity rates contained in the tables on the following pages will be used to provide a minimum guaranteed monthly annuity. The rates shown are for each \$1,000 of value applied under the applicable Annuity Option and does not include any applicable premium taxes. Any applicable premium taxes will be withdrawn as described in the **Premium Taxes** provision.

For some Qualified Plans and in some states, the use of sex-distinct income factors is prohibited. Therefore, we use blended (50% male and 50% female) unisex income factors for life payment options, for both male and female Annuitants.

**Basis of Computations** – The actuarial basis for the annuity rates contained in the tables is the [2000 Individual Annuity Mortality Table with the ages set back 10 years] and with interest at an annual rate of [1.5%].

**Rates Not Shown** – Any rates and/or ages not shown in the tables contained in this Contract will be provided by the Company upon request.

Annuity benefits will not be less than those that would have been provided by the application of an amount to purchase any single premium immediate annuity offered by us at the time annuity payments commence to the same class of annuitants.

**OPTIONS 1 AND 2 –  
LIFE ONLY OR LIFE WITH GUARANTEED PERIOD CERTAIN OF 10 AND 20 YEARS**

Age	[Male at 1.5%			Female at 1.5%			Unisex at 1.5%		
	Life Only	Life with Guaranteed		Life Only	Life with Guaranteed		Life Only	Life with Guaranteed	
		Period Certain			Period Certain			Period Certain	
		10 Yr.	20 Yr.		10 Yr.	20 Yr.		10 Yr.	20 Yr.
30	2.09	2.09	2.08	2.01	2.01	2.00	2.05	2.05	2.04
35	2.20	2.20	2.19	2.10	2.10	2.10	2.15	2.15	2.15
40	2.33	2.33	2.32	2.22	2.22	2.21	2.28	2.27	2.27
45	2.49	2.49	2.47	2.36	2.36	2.35	2.43	2.42	2.41
50	2.69	2.68	2.66	2.53	2.53	2.51	2.61	2.61	2.59
55	2.94	2.93	2.88	2.74	2.73	2.71	2.84	2.83	2.80
60	3.24	3.22	3.14	3.00	2.99	2.95	3.12	3.11	3.05
65	3.63	3.60	3.45	3.34	3.32	3.24	3.49	3.46	3.35
70	4.15	4.07	3.79	3.78	3.74	3.58	3.96	3.91	3.69
75	4.85	4.69	4.14	4.37	4.28	3.96	4.61	4.49	4.05
80	5.82	5.45	4.44	5.19	5.00	4.32	5.50	5.23	4.39
85	7.15	6.32	4.65	6.39	5.91	4.60	6.76	6.12	4.63
90	9.01	7.22	4.76	8.16	6.93	4.75	8.58	7.08	4.75
95	11.61	8.00	4.81	10.79	7.86	4.80	11.20	7.93	4.80]

**OPTION 3 – JOINT AND 50% SURVIVOR LIFE**

Male Age (Primary Annuitant)		60	65	70	75	80	85
Female Age	[60	2.96	3.16	3.39	3.64	3.91	4.20
	65	3.03	3.27	3.54	3.84	4.16	4.49
	70	3.10	3.37	3.69	4.04	4.43	4.84
	75	3.15	3.46	3.82	4.24	4.72	5.23
	80	3.18	3.52	3.93	4.43	5.00	5.64
	85	3.21	3.57	4.01	4.58	5.26	6.06]

Unisex Age (Primary Annuitant)		60	65	70	75	80	85
Unisex Age	[60	2.91	3.13	3.36	3.63	3.92	4.23
	65	2.97	3.22	3.50	3.81	4.15	4.52
	70	3.02	3.30	3.62	3.99	4.40	4.85
	75	3.06	3.36	3.73	4.16	4.66	5.21
	80	3.08	3.41	3.81	4.30	4.89	5.58
	85	3.10	3.44	3.87	4.41	5.10	5.93]

### OPTION 3 – JOINT AND 66 2/3% SURVIVOR LIFE

		Male Age (Primary Annuitant)					
		60	65	70	75	80	85
Female Age	[60	2.87	3.03	3.20	3.36	3.53	3.69
	65	2.97	3.17	3.38	3.59	3.80	4.00
	70	3.05	3.29	3.56	3.83	4.11	4.37
	75	3.11	3.40	3.72	4.07	4.44	4.80
	80	3.16	3.48	3.86	4.30	4.78	5.27
	85	3.19	3.54	3.97	4.49	5.10	5.76]

### OPTION 3 – JOINT AND 100% SURVIVOR LIFE

		Male Age (Primary Annuitant)					
		60	65	70	75	80	85
Female Age	[60	2.72	2.80	2.87	2.92	2.95	2.97
	65	2.85	2.98	3.09	3.18	3.24	3.28
	70	2.96	3.15	3.32	3.47	3.58	3.66
	75	3.05	3.29	3.54	3.77	3.97	4.12
	80	3.12	3.41	3.73	4.07	4.39	4.66
	85	3.17	3.50	3.89	4.33	4.80	5.25]

### OPTION 4 – PERIOD CERTAIN ONLY

<u>Years</u>	<u>Income</u>
[10	8.96
11	8.21
12	7.58
13	7.05
14	6.59
15	6.20
16	5.85

<u>Years</u>	<u>Income</u>
17	5.55
18	5.27
19	5.03
20	4.81
21	4.62
22	4.44
23	4.28

<u>Years</u>	<u>Income</u>
24	4.13
25	3.99
26	3.86
27	3.75
28	3.64
29	3.54
30	3.44]



Pacific Life Insurance Company • [700 Newport Center Drive • Newport Beach, CA 92660]

**LIMITED PREMIUM DEFERRED FIXED ANNUITY CONTRACT WITH INDEX-LINKED INTEREST  
OPTIONS, MARKET VALUE ADJUSTMENT, CREDIT ENHANCEMENT FEATURES, AND WAIVER OF  
WITHDRAWAL CHARGES IN CERTAIN CASES**

Guaranteed Interest Rates – Market Value Adjustment  
Annuities Payable in Fixed Dollar Amounts  
Death Benefit Amount Payable Before Annuity Date  
Multiple Annuity Payout Options  
Non-Participating

**PACIFIC LIFE**

**Pacific Life Insurance Company**  
[P.O. Box 2378, Omaha, NE 68103-2378  
or 1299 Farnam Street, 6<sup>th</sup> Floor, RSD, Omaha, NE 68102  
www.PacificLife.com  
Contract Owners: (800) 722-4448  
Registered Representatives/Producers: (800) 722-2333]

**[Pacific Index Choice]**

*Individual Fixed Indexed  
Annuity Application*

NOTE: This application may only be used in the following states: [AL, AR, CA, CT, DC, DE, IL, MT, NV, ND, & SD.]

**1. WITHDRAWAL CHARGE PERIOD** *Select ONE. May not be changed after the contract is issued.*

[ ☒ 6 Year      ☐ 8 Year      ☐ 10 Year ]

**2. ANNUITANT(S)** *Must be an individual. Check product guidelines for maximum issue age.*

Name (First, Middle, Last) John, Jim, Doe		Birth Date (mo/day/yr) 01/01/1960		Sex <input checked="" type="checkbox"/> M <input type="checkbox"/> F
Mailing Address 123 Anystreet		City, State, ZIP Anytown, CA, 10000		SSN 123-45-6789
Residential Address (if different than mailing address)		City, State, ZIP		
Solicited at: State _____		<i>Complete this box for custodial-owned qualified contracts only. Will not be valid for any other contract types. Information put here will be used for contract and registered representative/producer appointment purposes.</i>		

**ADDITIONAL ANNUITANT** *Not applicable for qualified contracts or on contracts with non-natural owners. Check One:* ☐ Joint ☐ Contingent

Name (First, Middle, Last)		Birth Date (mo/day/yr)		Sex <input type="checkbox"/> M <input type="checkbox"/> F
Mailing Address		City, State, ZIP		SSN
Residential Address (if different than mailing address)		City, State, ZIP		

**3. OWNER(S)** *If annuitant(s) and owner(s) are the same, do not complete this section. Check product guidelines for maximum issue age.*

Name (First, Middle, Last)		Birth Date (mo/day/yr)		Sex <input type="checkbox"/> M <input type="checkbox"/> F
Mailing Address		City, State, ZIP		SSN/TIN
Residential Address (if different than mailing address)		City, State, ZIP		

**ADDITIONAL OWNER** *Not applicable for qualified contracts.*

Name (First, Middle, Last)		Birth Date (mo/day/yr)		Sex <input type="checkbox"/> M <input type="checkbox"/> F
Mailing Address		City, State, ZIP		SSN
Residential Address (if different than mailing address)		City, State, ZIP		



#### 4. ELECTRONIC INFORMATION CONSENT

FOR EVEN  
FASTER  
DELIVERY

E-Mail address: \_\_\_\_\_

By providing the e-mail address above, I consent to receive documents and notices applicable to my contract, including but not limited to reports, statements, immediate confirmations, privacy notice and other notices, and documentation in electronic format when available instead of receiving paper copies of these documents by U.S. mail. I will continue to receive paper copies of annual statements if required by state or federal law. Not all contract documentation and notifications may be currently available in electronic format. I consent to receive in electronic format any documents added in the future. For jointly owned contracts, both owners are consenting to receive information electronically.

I confirm that I have ready access to a computer with Internet access, an active e-mail account to receive this information electronically, and ability to read and retain it. I understand that:

- There is no charge for electronic delivery, although my Internet provider may charge for Internet access.
- I must provide a current e-mail address and notify Pacific Life promptly when my e-mail address changes.
- I must update any e-mail filters that may prevent me from receiving e-mail notifications from Pacific Life.
- I may request a paper copy of the information at any time for no charge, even though I consented to electronic delivery, or if I decide to revoke my consent.
- For jointly owned contracts, both owners are consenting that the primary owner will receive information electronically (Only the primary owner will receive e-mail notices).
- Electronic delivery will be cancelled if e-mails are returned undeliverable.
- This consent will remain in effect until I revoke it.

Pacific Life is not required to deliver this information electronically and may discontinue electronic delivery in whole or in part at any time. Please call (800) 722-4448 if you would like to revoke your consent, wish to receive a paper copy of the information above, or need to update your e-mail address.

#### 5. TELEPHONE/ELECTRONIC AUTHORIZATION

CHECK  
IF YES

☐ Yes

**TELEPHONE/ELECTRONIC TRANSACTION AUTHORIZATION** As the owner, I will receive this privilege automatically.

If a contract has joint owners, each owner may individually make telephone and/or electronic requests. By checking "Yes," I am also authorizing and directing Pacific Life to act on telephone or electronic instructions from any other person(s) who can furnish proper identification. Pacific Life will use reasonable procedures to confirm that these instructions are authorized and genuine. As long as these procedures are followed, Pacific Life and its affiliates and their directors, trustees, officers, employees, representatives, and/or agents will be held harmless for any claim, liability, loss, or cost.

**6. HOUSEHOLDING** By signing this application I consent to Pacific Life mailing one copy of contract owner documents to multiple contract owners who share the same household address. Such documents will include announcements and reports, but will not include contract-specific information such as transaction confirmations and statements. This service, known as "householding," reduces expenses, environmental waste, and the volume of mail I receive. If I do not wish to participate in this service and prefer to receive my own contract owner documents, I have checked the box below.

☐ I elect **NOT** to participate in householding.

**7. BENEFICIARIES** If a beneficiary classification is not indicated, the class for that beneficiary will be primary. Each beneficiary class must equal 100%. Multiple beneficiaries will share the death benefit equally, unless otherwise specified. For contracts owned by a non-individual custodian (including IRAs, 457, and qualified plans) or other non-natural owners, the beneficiary will be the owner listed on the application and information provided below will not be valid. Use Section 13, Special Requests, to provide additional beneficiary information. Note: If you select the [Rider - Joint Life] Rider in section 11 and the contract is owned by a sole Owner, the Owner's spouse must be designated as the sole primary beneficiary.

Name (First, Middle, Last)	Birth Date (mo/day/yr)	<input type="checkbox"/> Primary <input type="checkbox"/> Contingent	Relationship	SSN/TIN	Percentage
					%
Name (First, Middle, Last)	Birth Date (mo/day/yr)	<input type="checkbox"/> Primary <input type="checkbox"/> Contingent	Relationship	SSN/TIN	Percentage
					%
Name (First, Middle, Last)	Birth Date (mo/day/yr)	<input type="checkbox"/> Primary <input type="checkbox"/> Contingent	Relationship	SSN/TIN	Percentage
					%
Name (First, Middle, Last)	Birth Date (mo/day/yr)	<input type="checkbox"/> Primary <input type="checkbox"/> Contingent	Relationship	SSN/TIN	Percentage
					%



**8. CONTRACT TYPE** *Select ONE.*

<input checked="" type="checkbox"/> Non-Qualified <sup>1,2</sup>	<input type="checkbox"/> Roth IRA <sup>3</sup>	<input type="checkbox"/> TSA/403(b) <sup>4</sup>	<input type="checkbox"/> 401(a) <sup>5</sup>	<input type="checkbox"/> 457(b)-gov't. entity <sup>5</sup>
<input type="checkbox"/> IRA <sup>3</sup>	<input type="checkbox"/> SEP-IRA	<input type="checkbox"/> Keogh/HR-10 <sup>5</sup>	<input type="checkbox"/> 401(k) <sup>5</sup>	<input type="checkbox"/> 457(b)-501(c) tax exempt <sup>5</sup>

[<sup>1</sup>For trust-owned contracts, complete *Trustee Certification and Disclosure*. <sup>2</sup>For non-qualified contracts, if Owner is a non-natural person or corporation, complete the *Non-Natural or Corporate-Owned Disclosure Statement*. <sup>3</sup>For individual-owned or trust-owned *Inherited IRA* contracts, complete appropriate *Inherited IRA Certification*. <sup>4</sup>Complete *TSA Certification*. <sup>5</sup>Complete *Qualified Plan and 457(b) Plan Disclosure*.]

**9. INITIAL PURCHASE PAYMENT** *Make check payable to Pacific Life Insurance Company.***9A. NON-QUALIFIED CONTRACT PAYMENT TYPE***Indicate type of initial payment.*

<input type="checkbox"/> 1035 exchange(s)/estimated transfer...\$ _____
<input checked="" type="checkbox"/> Amount enclosed.....\$ <u>25,000.00</u>

**9B. QUALIFIED CONTRACT PAYMENT TYPE** *Indicate type of initial payment. If no year is indicated, contribution defaults to current tax year.*

<input type="checkbox"/> Transfer	\$ _____
<input type="checkbox"/> Rollover	\$ _____
<input type="checkbox"/> Contribution	\$ _____ for tax year _____

**10. REPLACEMENT****10A. EXISTING INSURANCE**

<div>CHECK ONE</div> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
--

Do you have any existing life insurance or annuity contracts with this or any other company?  
(Default is "Yes" if neither box is checked.)

**10B. REPLACEMENT**

<div>CHECK ONE</div> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
--

Will the purchase of this annuity result in the replacement, termination or change in value of any existing life insurance or annuity in this or any other company? If "Yes," provide the information below for each policy or contract being replaced and attach any required state replacement and/or 1035 exchange/transfer forms.

Insurance Company Name	Policy or Contract Number	Policy or Contract Type Being Replaced <input type="checkbox"/> Life Insurance <input type="checkbox"/> Fixed Annuity <input type="checkbox"/> Variable Annuity
Insurance Company Name	Policy or Contract Number	Policy or Contract Type Being Replaced <input type="checkbox"/> Life Insurance <input type="checkbox"/> Fixed Annuity <input type="checkbox"/> Variable Annuity

**11. OPTIONAL RIDERS** *Subject to state availability. Guaranteed Minimum Withdrawal Benefit riders are not available with Inherited IRA, Inherited Roth IRA, and Inherited TSA business.*

[Guaranteed Minimum Withdrawal Benefit *You may select only ONE.*

- ☐ **Rider-Single Life** *Annuitant(s) must not be over age 85 at issue.*
- ☐ **Rider-Joint Life** *Both spouses must not be over age 85 at issue. Note: Available only if the Contract Type selected in Section 8 is Non-qualified (not available if the Owner is a trust or other entity), IRA (including custodial IRAs), Roth IRA, SEP-IRA, or TSA/403(b). Joint Owners must be spouses. If the contract is owned by a sole Owner, the Owner's spouse must be designated as the sole primary beneficiary. Complete the beneficiary information in Section 7. If this is a custodial-owned IRA, it is the responsibility of the custodian to verify that the beneficiary designation at the custodian is the spouse of the Annuitant.]*

Spouse's Name (First, Middle, Last)	Birth Date (mo/day/yr)
-------------------------------------	------------------------

If any rider selected in this section cannot be added to the contract due to age and/or other rider restrictions or state availability, the contract will be issued without that rider.





**12. INTEREST CREDITING OPTIONS** Use this section to allocate 100% of your Purchase Payment. Use whole percentages only. Additional Purchase Payments will be allocated based on the options below unless alternate instructions are on file or provided with the Purchase Payment.

[Fixed Account Option		<u>100</u> % Total
S&P 500® Index-Linked Options	1 Year Point to Point	_____ % Total
	2 Year Point to Point	_____ % Total
	Declared Index Interest	_____ % Total
MSCI ACWI® Index-Linked Options	1 Year Point to Point	_____ % Total
	2 Year Point to Point	_____ % Total
	Declared Index Interest	_____ % Total
MUST TOTAL 100%		_____ % Total]

#### **S&P 500® INDEX**

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




**13. SPECIAL REQUESTS** *If additional space is needed, attach a letter signed and dated by the Owner(s).*

**14. FRAUD NOTICE** *The following states require insurance companies to provide a fraud warning statement. Refer to the fraud warning statement for your state as indicated below.*



**[District of Columbia: WARNING** It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits, if false information materially related to a claim was provided by the applicant.

**All Other States:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which may be a crime and may subject such person to criminal and civil penalties.]


**15. STATEMENT OF OWNER(S)** I understand that federal law requires all financial institutions to obtain the name, residential address, date of birth, Social Security or taxpayer identification number, and any other information necessary to sufficiently verify the identity of each customer. I understand that failure to provide this information could result in the annuity contract not being issued, delayed or unprocessed transactions, or annuity contract termination. I, the owner(s), understand that I have applied for an individual limited premium deferred annuity contract ("contract") issued by Pacific Life Insurance Company ("company"). I acknowledge that I have received a product disclosure ("Contract Summary"), and if applicable, a Buyers Guide to Fixed Deferred Annuities prior to applying for this contract. After reviewing my financial background with my registered representative/producer, I believe this contract, including the benefits of its insurance features, will meet my financial objectives based in part upon my age, income, net worth, and tax status, and any existing investments, annuities, or other insurance products I own. If applicable, I considered the appropriateness of full or partial replacement of any existing life insurance or annuity. I also considered my liquidity needs, risk tolerance, and investment time horizon when selecting the contract and allocation options. I understand the terms and conditions related to any optional rider applied for and believe that the rider(s) meet(s) my insurable needs and financial objectives. I have discussed all fees and charges for this contract with my registered representative/producer, including withdrawal charges. If I am an active duty member of the United States Armed Forces (including active duty military reserve personnel), I confirm that this application was not solicited and/or signed on a military base or installation, and I have received from the registered representative/producer the disclosure required by Section 10 of the Military Personnel Financial Services Protection Act. I certify, under penalties of perjury, that I am a U.S. person (including a U.S. resident alien) and that the taxpayer identification number is correct. All answers to questions and statements made on this application are to the best of my knowledge and belief. **I UNDERSTAND THAT AMOUNTS ALLOCATED TO THE FIXED ACCOUNT OPTION EARN INTEREST NOT LESS THAN THE MINIMUM GUARANTEED INTEREST RATE STATED IN THE CONTRACT SPECIFICATIONS. I UNDERSTAND THAT WHILE THE VALUES OF THE CONTRACT MAY BE AFFECTED BY AN EXTERNAL INDEX, THE CONTRACT DOES NOT DIRECTLY PARTICIPATE IN ANY STOCK OR EQUITY INVESTMENT. I UNDERSTAND THAT AMOUNTS WITHDRAWN OR APPLIED FOR AN ANNUITY BEFORE THE END OF THE SURRENDER CHARGE PERIOD ARE SUBJECT TO A MARKET VALUE ADJUSTMENT.**

Owner's Signature  <i>John J. Doe</i>	Date (mo/day/yr)  02/01/2011	Signed at: City  Anytown, CA	State  C A
Joint Owner's Signature (if applicable) 	Date (mo/day/yr) 		

**16. REGISTERED REPRESENTATIVE'S/PRODUCER'S STATEMENT**

<b>16A.</b>  <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Do you have any reason to believe that the applicant has any existing life insurance policies or annuity contracts? (Default is "Yes" if neither box is checked.)
<b>16B.</b>  <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Do you have reason to believe that any existing life insurance policy or annuity contract has been (or will be) surrendered, withdrawn from, loaned against, changed or otherwise reduced in value, or replaced in connection with this transaction assuming the contract applied for will be issued?

If "Yes," I affirm that I have instructed the applicant to answer "Yes" to the replacement question in Section 10B of this application. I hereby certify that I have used only Pacific Life's approved sales material in connection with this sale and that copies of all sales materials used were left with the applicant. Any insurer-approved electronically presented sales materials will be provided in printed form to the applicant no later than at the time of the policy or contract delivery. I further certify that I have discussed the appropriateness of replacement and followed Pacific Life's written replacement guidelines. I have explained to the owner(s) how the annuity will meet their insurable needs and financial objectives. I certify that I have reviewed this application and have determined that its proposed purchase is suitable as required under law, based in part on information provided by the owner, as applicable, including age, income, net worth, and tax status, and any existing investments and insurance program. I further certify that I have also considered the owner's liquidity needs, risk tolerance, and investment time horizon; that I followed suitability guidelines in both the recommendation of this annuity and the choice of allocation options, and that this application is subject to review for suitability. I further certify that I have truly and accurately recorded on the application the information provided to me by the applicant. If the applicant is an active duty member of the United States Armed Forces (including active duty military reserve personnel), I certify that this application was not solicited and/or signed on a military base or installation, and I provided to the applicant the disclosure required by Section 10 of the Military Personnel Financial Services Protection Act. I certify that a product disclosure ("Contract Summary"), and if applicable, a Buyers Guide to Fixed Deferred Annuities were presented to and left with the applicant prior to applying for this contract. **I further certify that, prior to soliciting the contract applied for, I have completed all state mandated annuity, insurance, and/or product training and agree to provide documentation of such completion upon request by Pacific Life.**

Soliciting Registered Representative's/Producer's Signature  <i>Cindy Brown</i>	Print Registered Representative's/Producer's Full Name Cindy Brown	Option <input checked="" type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C
Registered Representative's/Producer's Telephone Number (123) 456-7890	Registered Representative's/Producer's E-Mail Address cbrown@brokeragefirm.net	
Broker/Dealer's Name (if applicable)	Brokerage Account Number (optional)	

[Send completed application as follows:

**APPLICATION WITH PAYMENT:**

Regular Mail Delivery: P.O. Box 2290, Omaha, NE 68103-2290

Express Mail Delivery: 1299 Farnam Street, 6<sup>th</sup> Floor, RSD, Omaha, NE 68102

**APPLICATION WITHOUT PAYMENT:**

Regular Mail Delivery: P.O. Box 2378, Omaha, NE 68103-2378

Express Mail Delivery: 1299 Farnam Street, 6<sup>th</sup> Floor, RSD, Omaha, NE 68102]





Use these instructions when completing this application.

Pacific Life has policies to maintain physical, electronic, and procedural safeguards to protect the confidentiality of your personal information. Access to personal information is available only to those people who need to know in order to service your business.

1. **Surrender Charge Schedule:** Select only one schedule.
2. & 3. **Annuitant(s)/Owner(s):** Check product guidelines for maximum issue age. When setting up annuity contracts, there are many combinations of owner and annuitant registrations that may result in different death benefit consequences. For example, the death of an owner/annuitant may have different consequences than the death of a non-owner annuitant. For qualified contracts, there cannot be joint or contingent owners and/ or joint annuitants. Spousal signatures may be required for certain actions in qualified contracts. This contract is not intended for use in group unallocated plans. For 401(a) pension/profit sharing, 401(k), and 457 plans, name plan as owner, and participant as sole annuitant. For 403(b) plans, name participant as both sole owner and sole annuitant. For IRAs (except Inherited IRAs), owner and annuitant should be the IRA owner. Consult a tax advisor to properly structure annuity contracts and effect transfers. **Complete the "Solicited at: State" box for custodial-owned contracts only.**
4. **Electronic Information Consent (Optional):** Complete this section to receive statements and other information electronically from our Web site. This instruction is valid until you instruct us otherwise.
5. **Telephone/Electronic Authorization (Optional):** By checking this box, you authorize Pacific Life to receive certain instructions by telephone or electronically from your designee. This instruction is valid until you instruct us otherwise. Telephone/Electronic contract changes will be subject to the conditions of the contract and the administrative requirements of Pacific Life.
6. **Householding (Optional):** Check the box if you do not want to participate in Pacific Life's householding service.
7. **Beneficiaries:** Indicate the person(s) or entity(ies) to be designated as beneficiary(ies). If no beneficiary(ies) is/are indicated, the provisions of the contract will govern as to the payment of any death benefit proceeds. If you would like to designate contingent beneficiaries or provide detailed beneficiary instructions, complete the Special Beneficiary Designation Request form.
8. **Contract Type:** Check the type of annuity contract to be issued. Complete appropriate form indicated.
9. **Initial Purchase Payment:** Indicate the amount of the initial purchase payment in U.S. dollars. The minimum initial purchase payment for non-qualified and qualified contracts is \$25,000. Transfer indicates a trustee-to-trustee or custodian-to-custodian transfer only. If initial IRA payment represents both a rollover and a contribution, indicate amounts for each.
10. **Replacement:** Indicate if this is a replacement or not by checking the appropriate box. If yes, provide the additional information and attach a Transfer/Exchange form and any required state replacement form(s).
11. **Optional Rider(s): Subject to state availability.** Check the box if you wish to purchase an optional rider.
12. **Allocation Options:** Use this section to allocate 100% of your Purchase Payment.
13. **Special Requests:** This section also can be used for special registrations and additional beneficiary information.
14. **Fraud Notice:** Read this section carefully.
15. **Statement of Owner(s):** Read this section carefully. The application must be signed and dated by the owner. In cases of joint ownership, both owners must sign. City and state where the application is signed must also be indicated.
16. **Registered Representative's/Producer's Statement:** Registered Representative/Producer must fully complete and sign this section. Registered Representative/Producer must select a commission option and assure that responses in Section 10 and 16 are consistent. Please use the Commission Option Election Form if more space is needed to add Representatives.

**Important:** Help avoid a returned application by confirming your application has the following minimum information:

- Surrender Charge Schedule – *Section 1*
- Annuitant and Owner information – *Sections 2 & 3*
- Contract type is correct – *Section 8*
- Replacement question – *Section 10*
- Date application is signed – *Section 15*
- City and state where application is signed – *Section 15*
- Registered Representative's/Producer's signature – *Section 16*

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**PACIFIC LIFE**

Pacific Life Insurance Company  
[700 Newport Center Drive  
Newport Beach, CA 92660  
(800) 722-4448]

## **GUARANTEED WITHDRAWAL BENEFIT VIII RIDER – SINGLE LIFE**

**Pacific Life Insurance Company**, a stock company, (hereinafter referred to as “we”, “us”, “our”, and the “Company”) has issued this guaranteed minimum withdrawal benefit Rider as a part of the annuity Contract to which it is attached.

All provisions of the Contract that do not conflict with this Rider apply to this Rider. In the event of any conflict between the provisions of this Rider and the provisions of the Contract, the provisions of this Rider shall prevail over the provisions of the Contract.

**The purpose of the guaranteed living benefit provided under this Rider is to provide security through a stream of income payments to the Owner. This Rider will terminate upon assignment or a change in ownership of the contract unless the new assignee or Owner meets the qualifications specified in the Termination of Rider provision.**

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## **RIDER SPECIFICATIONS**

**Annual Charge Percentage: [0.65%]**

**Maximum Annual Charge Percentage: 1.50%**

The initial Annual Charge percentage is guaranteed under the conditions stated in this Rider and in effect when it was set. Utilization of resets may increase the Annual Charge percentage, subject to the maximum Annual Charge percentage in this Rider. For a complete description of the charges and deductions shown above, refer to the **Annual Charge** provision of this Rider.

**Withdrawal Percentage:** The withdrawal percentage is determined according to the table below based on the oldest Owner's age (or youngest Annuitant, in the case of a Non-Natural Owner) at the time of the first withdrawal.

If a withdrawal occurs after an Automatic Reset or Owner-Elected Reset, the withdrawal percentage will be based on the oldest Owner's age (or youngest Annuitant, in the case of the Non-Natural Owner) at the time of withdrawal according to the table below.

<b>Age</b>	<b>Withdrawal Percentage</b>
[Before 59½]	[0.0%]
[59½ – 64]	[5.0%]
[65 – 69]	[5.0%]
[70 – 74]	[6.0%]
[75 – 79]	[6.0%]
[80 – 84]	[7.0%]
[85 and older]	[7.0%]

Upon the first withdrawal after attainment of age [59½] of the oldest Owner (or youngest Annuitant, in the case of a Non-Natural Owner), the withdrawal percentage will be based on the corresponding age in the table above. Withdrawals prior to the attainment of age [59½] of the oldest Owner (or youngest Annuitant, in the case of a Non-Natural Owner) will not impact the determination of the withdrawal percentage. This will occur regardless of whether an Automatic Reset or Owner-Elected Reset occurs.

**Definition of Terms** – Unless redefined below, the terms defined in the Contract will have the same meaning when used in this Rider. For purposes of this Rider, the following definitions apply:

**Annual RMD Amount** – The amount required to be distributed each Calendar Year for purposes of satisfying the minimum distribution requirements of Internal Revenue Code Section 401(a)(9) and related Code provisions in effect on the Rider Effective Date.

**Protected Payment Amount** – The maximum amount that can be withdrawn under this Rider without reducing the Protected Payment Base.

The Protected Payment Amount is equal to the withdrawal percentage described in the **Withdrawal Percentage** provision multiplied by the Protected Payment Base as of that day, less cumulative withdrawals during the Contract Year.

The Protected Payment Amount will never be less than zero. Any Protected Payment Amount that is not withdrawn during a Contract Year may not be withdrawn in a subsequent contract year. Upon telephone or written request we will provide you with the Protected Payment Amount as of that day.

**Protected Payment Base** – An amount used to determine the Protected Payment Amount. The Protected Payment Base will never be less than zero and will remain unchanged except as otherwise described under the provisions of this Rider. THE PROTECTED PAYMENT BASE CANNOT BE WITHDRAWN AS A LUMP SUM, IS NOT PAYABLE AS A DEATH BENEFIT, AND IS NOT USED IN CALCULATING ANY ANNUITY OPTION AVAILABLE UNDER THE CONTRACT.

**Reset Date** – Any Contract Anniversary after the Rider Effective Date on which an Automatic Reset or an Owner-Elected Reset occurs.

For purposes of this Rider, the term “**withdrawal**” includes any applicable withdrawal charges, Market Value Adjustment, and charges for premium taxes and/or other taxes, if applicable. Amounts withdrawn under this Rider will reduce the Contract Value by the amount withdrawn and will be subject to the same conditions, limitations, restrictions and all other fees, charges and deductions, if applicable, as withdrawals otherwise made under the provisions of the Contract.

**Guaranteed Withdrawal Benefit VIII Rider – Single Life** – You have purchased a Guaranteed Withdrawal Benefit VIII Rider – Single Life. Subject to the terms and conditions described herein, this Rider:

- (a) allows for withdrawals up to the Protected Payment Amount without any adjustment to the Protected Payment Base, until the Rider terminates as specified in the **Termination of Rider** provision of this Rider;
- (b) Provides for an annual credit to be applied to the Protected Payment Base as described under the **Annual Credit** provision of this Rider;
- (c) allows for withdrawals for purposes of satisfying the minimum distribution requirements of Internal Revenue Code Section 401(a)(9) and related Code provisions in effect on the Rider Effective Date, regardless of the amount, without any adjustment to the Protected Payment Base, subject to certain conditions as described herein;
- (d) provides for Automatic Annual Resets or Owner-Elected Resets of the Protected Payment Base.

This Rider may be purchased and added to the Contract on the Contract Date or Contract Anniversary, if available, provided that on the Rider Effective Date: (a) the age of each Annuitant is [85] years or younger; and (b) the Contract is not issued as an Inherited IRA, Inherited Roth IRA, or Inherited TSA.

We will provide you with an annual statement that lists the Protected Payment Amount and Protected Payment Base.



**Annual Charge** – An annual charge for expenses related to this Rider will be deducted on the Contract Anniversary. The annual charge is equal to [0.65%] and will not exceed a maximum annual charge percentage of 1.50%.

The charge is deducted, in arrears, on each Contract Anniversary that this Rider remains in effect. The charge is equal to the annual charge percentage multiplied by the Protected Payment Base on the day the charge is deducted. The charge will be deducted from the Contract Value on a proportionate basis relative to the Fixed Account Option Value and the Index-Linked Option Value(s).

The annual charge percentage established on the Rider Effective Date will not change, except as otherwise described in the provisions of this Rider.

If this Rider terminates on a Contract Anniversary, the entire charge for the prior Contract Anniversary will be deducted from the Contract Value on that Contract Anniversary.

If the Rider terminates prior to a Contract Anniversary for reasons other than death of an Owner or death of the sole surviving Annuitant, we will prorate the charge. The prorated amount will be based on the Protected Payment Base as of the day the Rider terminates. Such prorated amount will be deducted from the Contract Value on the earlier of the day the Contract terminates or the Contract Anniversary immediately following the day the Rider terminates.

If the Rider terminates as a result of the death of an Owner or death of the sole surviving Annuitant, any annual charge deducted between the date of death and the Notice Date will be prorated as applicable to the date of death and added to the Contract Value on the Notice Date.

We will waive the charge for the current year in the following cases:

- (a) upon full annuitization of the Contract;
- (b) after the Contract Value is zero.

ANY PORTION OF THE CHARGE APPLICABLE TO AN INDEX-LINKED OPTION WILL BE DEDUCTED EVEN IF THERE HAS BEEN NO INDEX-LINKED INTEREST CREDITED TO THAT INDEX-LINKED OPTION.

**Change in Annual Charge** – The annual charge percentage, and corresponding deduction, may change as a result of any Automatic Reset or Owner-Elected reset. The annual charge percentage will never exceed the annual charge percentage then in effect for new issues of this same Rider. If we are no longer issuing this Rider, any change in the annual charge percentage will not result in an annual charge percentage that exceeds the maximum annual charge percentage specified in the **Annual Charge** provision.

If the Protected Payment Base is never reset, the annual charge percentage established on the Rider Effective Date is guaranteed not to change.

**Initial Values** – The Protected Payment Base is initially determined on the Rider Effective Date. On the Rider Effective Date, the Protected Payment Base is equal to the Initial Purchase Payment or, if effective on a Contract Anniversary, the Contract Value on that Contract Anniversary.

**Subsequent Purchase Payments** – Purchase Payments received after the Rider Effective Date will result in an increase in the Protected Payment Base by the amount of the Purchase Payment.

**Annual Credit** – On each Contract Anniversary after the Rider Effective Date, an annual credit will be applied to the Protected Payment Base if, as of that Contract Anniversary:

- (a) no withdrawals have occurred after the Rider Effective Date or the most recent Reset Date, whichever is later; and
- (b) that Contract Anniversary is within the first ten (10) Contract Anniversaries, measured from the Rider Effective Date or the most recent Reset Date, whichever is later.

The annual credit amount is equal to [8.0%] of the sum of (A) and (B) as of the Contract Anniversary on which the credit is added, where:

(A) is the Protected Payment Base on the Rider Effective Date or the most recent Reset Date, whichever is later.

(B) is cumulative Purchase Payments received after the Rider Effective Date or the most recent Reset Date, whichever is later.

Once a withdrawal has occurred, no annual credit will be applied to the Protected Payment Base on any Contract Anniversary following the withdrawal, unless an Automatic Reset or an Owner-Elected Reset occurs, in which case eligibility for the annual credit will begin as of the Reset Date.

**Withdrawal Percentage** – The withdrawal percentage is determined according to the table below based on the oldest Owner's age (or youngest Annuitant, in the case of a Non-Natural Owner) at the time of the first withdrawal.

If a withdrawal occurs after an Automatic Reset or Owner-Elected Reset, the withdrawal percentage will be based on the oldest Owner's age (or youngest Annuitant, in the case of the Non-Natural Owner) at the time of withdrawal according to the table below.

Age	Withdrawal Percentage
[Before 59½]	[0.0%]
[59½ – 64]	[5.0%]
[65 – 69]	[5.0%]
[70 – 74]	[6.0%]
[75 – 79]	[6.0%]
[80 – 84]	[7.0%]
[85 and older]	[7.0%]

Upon the first withdrawal after attainment of age [59½] of the oldest Owner (or youngest Annuitant, in the case of a Non-Natural Owner), the withdrawal percentage will be based on corresponding age in the table above. Withdrawals prior to the attainment of age [59½] of the oldest Owner (or youngest Annuitant, in the case of a Non-Natural Owner) will not impact the determination of the withdrawal percentage. This will occur regardless of whether an Automatic Reset or Owner-Elected Reset occurs.

**Withdrawal of Protected Payment Amount** – While this Rider is in effect, you may withdraw up to the Protected Payment Amount without any adjustment to the Protected Payment Base, until the Rider terminates as specified in the **Termination of Rider** provision of this Rider.

If a withdrawal does not exceed the Protected Payment Amount immediately prior to the withdrawal, the Protected Payment Base will remain unchanged.

**Withdrawals Exceeding Protected Payment Amount** – Except as otherwise provided under the **Withdrawals to Satisfy Required Minimum Distribution** provision of this Rider, if a withdrawal exceeds the Protected Payment Amount immediately prior to that withdrawal, we will reduce the Protected Payment Base. This adjustment will occur immediately following the withdrawal according to the following calculation:

- Determine excess withdrawal amount ("A") where A equals total withdrawal amount (including any applicable withdrawal charge or Market Value Adjustment) minus the Protected Payment Amount immediately prior to the withdrawal;
- Determine ratio for proportionate reduction ("B") where B equals A divided by (Contract Value immediately prior to the withdrawal minus Protected Payment Amount immediately prior to the withdrawal);
- Determine the new Protected Payment Base which equals (Protected Payment Base immediately prior to the withdrawal) multiplied by (1 minus B). The Protected Payment Base will never be less than zero. If the Contract Value is reduced to zero, the Protected Payment Base will be reduced to zero.

**WITHDRAWALS EXCEEDING THE PROTECTED PAYMENT AMOUNT COULD REDUCE FUTURE BENEFITS BY MORE THAN THE DOLLAR AMOUNT OF THE WITHDRAWAL.**

The amount available for withdrawal under the Contract must be sufficient to support any withdrawal that would otherwise exceed the Protected Payment Amount.

**Withdrawals Taken Prior to Age [59 ½]** – If a withdrawal is taken and the oldest Owner (or youngest Annuitant, in the case of a Non-Natural Owner) is younger than age [59 ½], we will reduce the Protected Payment Base. This adjustment will occur immediately following the withdrawal according to the following calculation:

- (a) Determine excess withdrawal amount (“A”) where A equals total withdrawal amount (including any applicable withdrawal charge);
- (b) Determine ratio for proportionate reduction (“B”) where B equals A divided by the Contract Value immediately prior to the withdrawal;
- (c) Determine the new Protected Payment Base which equals the lesser of:
  - 1. The Protected Payment Base immediately prior to the withdrawal multiplied by (1 minus B); or
  - 2. The Protected Payment Base immediately prior to the withdrawal minus the total withdrawal amount (including any applicable withdrawal charge).

The Protected Payment Base will never be less than zero. **WITHDRAWALS TAKEN PRIOR TO AGE 59 ½ COULD REDUCE FUTURE BENEFITS BY MORE THAN THE DOLLAR AMOUNT OF THE WITHDRAWAL.**

**Withdrawals to Satisfy Required Minimum Distribution** – No adjustment will be made to the Protected Payment Base if a withdrawal made under this Rider exceeds the Protected Payment Amount immediately prior to the withdrawal, provided that such withdrawal (herein referred to as an “**RMD withdrawal**”) is for purposes of satisfying the minimum distribution requirements of Internal Revenue Code Section 401(a)(9) and related Code provisions in effect on the Rider Effective Date, and further subject to the following:

- (a) you have authorized us to calculate and make periodic distribution of the Annual RMD Amount for the Calendar Year required based on the payment frequency you have chosen;
- (b) the Annual RMD Amount is based on this Contract only; and
- (c) no withdrawals (other than RMD withdrawals) are made from the Contract during the Contract Year.

**Depletion of Contract Value** – If the oldest Owner (or youngest Annuitant, in the case of a Non-Natural Owner) was age [59 ½] or older, and a withdrawal (including an RMD withdrawal) does not exceed the Protected Payment Amount immediately prior to the withdrawal and reduces the Contract Value to zero, the following will apply:

- (a) the Protected Payment Amount will be paid each year until the day of the first death of an Owner or the date of death of the sole surviving Annuitant. The payments will be made under a series of pre-authorized withdrawals under a payment frequency, as elected by the Owner, but no less frequently than annually;
- (b) no additional Purchase Payments will be accepted under the Contract;
- (c) no additional withdrawals will be permitted under the Contract;
- (d) the Contract will cease to provide any death benefit;
- (e) any remaining Guaranteed Minimum Surrender Value (“GMSV”) will be paid as a lump sum.

If the oldest Owner (or youngest Annuitant, in the case of a Non-Natural Owner) is younger than age [59 ½], and a withdrawal reduces the Contract Value to zero, this Rider will terminate.

**Automatic Reset** – On each Contract Anniversary while this Rider is in effect and before the Annuity Date, we will automatically reset the Protected Payment Base if the Protected Payment Base is less than the Contract Value on that Contract Anniversary.

The Protected Payment Base will be reset to an amount equal to 100% of the Contract Value.

The annual charge percentage may change as a result of any automatic reset. (See **Change in Annual Charge** provision). We will provide you with written confirmation of each automatic reset.

**Automatic Reset – Opt-Out Election** – If you are within [sixty (60)] days after a Contract Anniversary on which an automatic reset is effective, you have the option to reinstate the Protected Payment Base, Protected Payment Amount, and the annual charge percentage to their respective amounts immediately before the automatic reset.

If you elect this option, your opt-out election must be received, in a form satisfactory to us, at our Service Center within the same [sixty (60)] day period after the Contract Anniversary on which the reset is effective.

Any future automatic resets will continue in effect in accordance with the **Automatic Reset** provision of this Rider.

**Automatic Reset – Future Participation** – You may elect not to participate in future automatic resets at any time. Your election must be received, in a form satisfactory to us, at our Service Center, while this Rider is in effect and before the Annuity Date. Such election will be effective for future Contract Anniversaries.

If you previously elected not to participate in automatic resets, you may elect to participate in future automatic resets at any time. Your election to resume participation must be received, in a form satisfactory to us, at our Service Center while this Rider is in effect and before the Annuity Date. Such election will be effective for future Contract Anniversaries as described in the **Automatic Reset** provision.

**Owner-Elected Resets (Non-Automatic)** – You may, on any Contract Anniversary after the Rider Effective Date or the most recent Reset Date, whichever is later, elect to reset the Protected Payment Base to an amount equal to 100% of the Contract Value as of that Contract Anniversary. The annual charge percentage may change if you elect this reset option. (See **Change in Annual Charge** provision).

On each Reset Date we will set the Protected Payment Base to an amount equal to 100% of the Contract Value as of that Reset Date.

If you elect this option, your election must be received, in a form satisfactory to us, at our Service Center within [sixty (60)] days after the Contract Anniversary on which the reset is effective. This option may result in a reduction in the Protected Payment Base and Protected Payment Amount. We will provide you with written confirmation of your election.

**Application of Rider Provisions** – On and after each Reset Date, the provisions of this Rider shall apply in the same manner as they applied when the Rider was originally issued. Eligibility for the annual credit, the limitations and restrictions on Purchase Payments and withdrawals, the deduction of annual charges and any future reset options available on and after each Reset Date, will again apply and will be measured from that Reset Date.

**Annuitization** – If you annuitize the Contract at the maximum Annuity Date specified in the Contract and this Rider is still in effect at the time of your election and a Life Only fixed annuity option is chosen, the annuity payments will be equal to the greater of:

- (a) the Life Only fixed annual payment amount determined in accordance with the terms of the Contract; or
- (b) the Protected Payment Amount in effect at the maximum Annuity Date.

If you annuitize the Contract at any time prior to the maximum Annuity Date specified in the Contract, your annuity payments will be determined in accordance with the terms of the Contract. The Protected Payment Base and Protected Payment Amount under this Rider will not be used in determining any annuity payments.

**Termination of Rider** – This Rider will automatically terminate upon the earliest to occur of one of the following events:

- (a) the day of death of an Owner or the day of death of the sole surviving Annuitant;
- (b) the day the Contract is terminated in accordance with the provisions of the Contract;
- (c) the day that the Contract Value is reduced to zero as a result of a withdrawal (except an RMD withdrawal) that exceeds the Protected Payment Amount;
- (d) the day that the Contract Value is reduced to zero and the oldest Owner (or youngest Annuitant, in the case of a Non-Natural Owner) is younger than age [59 ½];
- (e) the Annuity Date;
- (f) the day we are notified of a change in ownership of a non-qualified Contract, excluding
  - (i) changes in ownership to or from certain trusts; or
  - (ii) adding or removing the Owner's spouse to the Contract.

This Rider and the Contract will not terminate if the Contract Value is zero and we are making pre-authorized withdrawals of the Protected Payment Amount. In this case, the Rider and Contract will terminate under subparagraph (a) above.

This Rider does not terminate upon divorce of Joint Owners.

The rider may be voluntarily terminated by the Owner after one year from the Rider Effective Date.

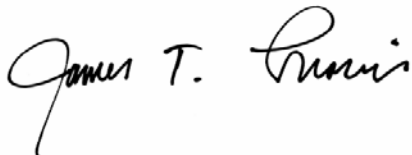
**Rider Effective Date** – This Rider is effective on the Contract Date, unless a later date is shown below.

Rider Effective Date: [Date]

All other terms and conditions of the Contract remain unchanged by this Rider.

**PACIFIC LIFE INSURANCE COMPANY**

[



Chairman and Chief Executive Officer



Secretary]

## GUARANTEED WITHDRAWAL BENEFIT VIII RIDER – SINGLE LIFE

### SAMPLE CALCULATIONS – For Illustration Purposes Only

The numeric examples shown in this section are based on certain assumptions. They have been provided to assist in understanding the benefits provided by this Rider and to demonstrate how Purchase Payments received and withdrawals made from the Contract prior to the Annuity Date affect the values and benefits under this Rider over an extended period of time. **These examples are not intended to serve as projections of future values.**

The values shown in Examples 1 through 4 are based on the following assumptions:

- Rider purchased at Contract issue by a 60-year old Owner
- Automatic resets are shown, if applicable
- Amounts of interest credited are hypothetical

#### Example 1: Setting of Initial Values

Contract Year	Purchase Payment	Withdrawal Amount	Contract Value After Transaction	Protected Payment Base	Protected Payment Amount	Annual Credit
Beginning of Year 1	\$100,000		\$100,000	\$100,000	\$5,000	\$0

#### Example 2: Annual Credit

Contract Year	Purchase Payment	Withdrawal Amount	Contract Value After Transaction	Protected Payment Base	Protected Payment Amount	Annual Credit
Beginning of Year 1	\$100,000		\$100,000	\$100,000	\$5,000	\$0
Beginning of Year 2			\$104,000	\$108,000	\$5,400	\$8,000

- Since no withdrawals were taken during the first Contract Year, an annual credit of \$8,000 (8% x \$100,000) is added to the Protected Payment Base at the beginning of Contract Year 2.

#### Example 3: Withdrawals Not Exceeding the Protected Payment Amount

Contract Year	Purchase Payment	Withdrawal Amount	Contract Value After Transaction	Protected Payment Base	Protected Payment Amount	Annual Credit
Beginning of Year 1	\$100,000		\$100,000	\$100,000	\$5,000	\$0
Beginning of Year 2			\$104,000	\$108,000	\$5,400	\$8,000
Activity		\$5,400	\$98,600	\$108,000	\$0	
Beginning of Year 3			\$102,000	\$108,000	\$5,400	\$0

- Since a withdrawal that does not exceed the Protected Payment Amount takes place in Contract Year 2, the Protected Payment Base remains the same. Also, the annual credit is not added to the Protected Payment Base at the beginning of Contract Year 3.

#### Example 4: Withdrawal Exceeding Protected Payment Amount

Contract Year	Purchase Payment	Withdrawal Amount	Contract Value After Transaction	Protected Payment Base	Protected Payment Amount	Annual Credit
Beginning of Year 1	\$100,000		\$100,000	\$100,000	\$5,000	\$0
Beginning of Year 2			\$104,000	\$108,000	\$5,400	\$8,000
Activity		\$15,000	\$89,000	\$97,492	\$0	
Beginning of Year 3			\$92,000	\$97,492	\$4,875	\$0

- Since a withdrawal of \$15,000 exceeds the Protected Payment Amount in Contract Year 3, the Protected Payment Base is reduced to \$97,492
  - $A = \$9,600 = (\$15,000 - \$5,400)$
  - $B = 0.0973 = (\$9,600 / (\$104,000 - \$5,400))$
  - Protected Payment Base = \$97,492 =  $\$108,000 \times (1 - 0.0973)$
- At the beginning of Contract Year 3, the Protected Payment Amount is reset to \$4,875 ( $5\% \times \$97,492$ )

The values shown in Example 5 are based on the following assumptions:

- Rider purchased at Contract issue by a 55-year old Owner
- Automatic resets are shown, if applicable
- Interest returns are random

#### Example 5: Withdrawal Prior to age [59½]

Contract Year	Owner Age	Purchase Payment	Withdrawal Amount	Contract Value After Transaction	Protected Payment Base	Protected Payment Amount	Annual Credit
Beginning of Year 1	55	\$100,000		\$100,000	\$100,000	\$0	\$0
Beginning of Year 2	56			\$104,000	\$108,000	\$0	\$8,000
Beginning of Year 3	57			\$107,000	\$116,000	\$0	\$8,000
Activity			\$30,000	\$80,000	\$84,367	\$0	
Beginning of Year 4	58			\$83,000	\$84,367	\$0	\$0
Beginning of Year 5	59			\$86,000	\$86,000	\$0	\$0
Activity	59.5 Birthday			\$86,000	\$86,000	\$4,300	
Beginning of Year 6	60			\$89,000	\$92,880	\$4,644	\$6,880

- The Protected Payment Amount is equal to \$0 until the oldest Owner (or youngest Annuitant, in the case of a Non-Natural Owner) reaches age 59.5
- Due to the withdrawal prior to age 59.5 of \$30,000 made in Contract Year 3, the Protected Payment Base is reduced to \$84,367
  - Protected Payment Base is reduced based on a pro-rata reduction
    - $A = \$30,000$
    - $B = 0.2727 = \$30,000 / \$110,000$ ;  $\$110,000 =$  contract value prior to the \$30,000 withdrawal
    - Protected Payment Base = \$84,367 =  $\$116,000 \times (1 - 0.2727)$
  - Protected Payment Base is reduced by the amount of the early withdrawal
    - Protected Payment Base = \$86,000 =  $\$116,000 - \$30,000$
  - Since \$84,367 is less than \$86,000, the Protected Payment Base is reduced to \$84,367
- At the beginning of Contract Year 5, a Reset takes place since the Contract Value (\$86,000) is greater than the Protected Payment Base (\$84,367). The Protected Payment Amount remains at \$0 since the oldest Owner (or youngest Annuitant, in the case of a Non-Natural Owner) has not reached age 59.5.
- During Contract Year 5, the oldest Owner (or youngest Annuitant, in the case of a Non-Natural Owner) reaches age 59.5. At this time, the Protected Payment Amount is set to \$4,300 ( $5\% \times \$86,000$ ).
- At the beginning of Contract Year 6, the Protected Payment Base is increased by the annual credit of \$6,880 ( $8\% \times \$86,000$ ) to \$92,880. The annual credit is applied again because of the Reset at the beginning of Contract Year 5. The Protected Payment Amount is increased to \$4,644.



**PACIFIC LIFE**

Pacific Life Insurance Company  
[700 Newport Center Drive  
Newport Beach, CA 92660  
(800) 722-4448]

## **GUARANTEED WITHDRAWAL BENEFIT VIII RIDER – JOINT LIFE**

**Pacific Life Insurance Company**, a stock company, (hereinafter referred to as “we”, “us”, “our”, and the “Company”) has issued this guaranteed minimum withdrawal benefit Rider as a part of the annuity Contract to which it is attached.

All provisions of the Contract that do not conflict with this Rider apply to this Rider. In the event of any conflict between the provisions of this Rider and the provisions of the Contract, the provisions of this Rider shall prevail over the provisions of the Contract.

**The purpose of the guaranteed living benefit provided under this Rider is to provide security through a stream of income payments to the Owner. This Rider will terminate upon assignment or a change in ownership of the contract unless the new assignee or Owner meets the qualifications specified in the Termination of Rider provision.**

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## **RIDER SPECIFICATIONS**

**Annual Charge Percentage: [0.65%]**

**Maximum Annual Charge Percentage: 1.50%**

The initial Annual Charge percentage is guaranteed under the conditions stated in this Rider and in effect when it was set. Utilization of resets may increase the Annual Charge percentage, subject to the maximum Annual Charge percentage in this Rider. For a complete description of the charges and deductions shown above, refer to the **Annual Charge** provision of this Rider.

**Withdrawal Percentage:** The withdrawal percentage is determined according to the table below based on the youngest Designated Life at the time of the first withdrawal.

If a withdrawal occurs after an Automatic Reset or Owner-Elected Reset, the withdrawal percentage will be based on the youngest Designated Life at the time of withdrawal according to the table below.

<b>Age</b>	<b>Withdrawal Percentage</b>
[Before 59½]	[0.0%]
[59½ – 64]	[4.5%]
[65 – 69]	[4.5%]
[70 – 74]	[5.5%]
[75 – 79]	[5.5%]
[80 – 84]	[6.5%]
[85 and older]	[6.5%]

Upon the first withdrawal after attainment of age [59½] of the youngest Designated Life, the withdrawal percentage will be based on the corresponding age in the table above. Withdrawals prior to the attainment of age [59½] of the youngest Designated Life will not impact the determination of the withdrawal percentage. This will occur regardless of whether an Automatic Reset or Owner-Elected Reset occurs.

**Definition of Terms** – Unless redefined below, the terms defined in the Contract will have the same meaning when used in this Rider. For purposes of this Rider, the following definitions apply:

**Annual RMD Amount** – The amount required to be distributed each Calendar Year for purposes of satisfying the minimum distribution requirements of Internal Revenue Code Section 401(a)(9) and related Code provisions in effect on the Rider Effective Date.

**Designated Lives** (each a “**Designated Life**”) – Designated Lives must be natural persons who are each other’s spouses on the Rider Effective Date. Designated Lives will remain unchanged while this Rider is in effect.

To be eligible for lifetime benefits, a Designated Life must:

- (a) be the Owner (or the Annuitant, in the case of a custodial owned IRA or TSA); or
- (b) meet the following two conditions:
  - (i) remain the spouse of the other Designated Life; and
  - (ii) be the first in the line of succession as determined under the Contract for payment of any death benefit.

**Protected Payment Amount** – The maximum amount that can be withdrawn under this Rider without reducing the Protected Payment Base.

The Protected Payment Amount is equal to the withdrawal percentage described in the **Withdrawal Percentage** provision multiplied by the Protected Payment Base as of that day, less cumulative withdrawals during the Contract Year.

The Protected Payment Amount will never be less than zero. Any Protected Payment Amount that is not withdrawn during a Contract Year may not be withdrawn in a subsequent contract year. Upon telephone or written request we will provide you with the Protected Payment Amount as of that day.

**Protected Payment Base** – An amount used to determine the Protected Payment Amount. The Protected Payment Base will never be less than zero and will remain unchanged except as otherwise described under the provisions of this Rider. THE PROTECTED PAYMENT BASE CANNOT BE WITHDRAWN AS A LUMP SUM, IS NOT PAYABLE AS A DEATH BENEFIT, AND IS NOT USED IN CALCULATING ANY ANNUITY OPTION AVAILABLE UNDER THE CONTRACT.

**Reset Date** – Any Contract Anniversary after the Rider Effective Date on which an Automatic Reset or an Owner-Elected Reset occurs.

**Spouse** – The Owner’s spouse, who is treated as the Owner’s spouse pursuant to federal law.

**Surviving Spouse** – The surviving spouse of the deceased Owner.

For purposes of this Rider, the term “**withdrawal**” includes any applicable withdrawal charges, Market Value Adjustment, and charges for premium taxes and/or other taxes, if applicable. Amounts withdrawn under this Rider will reduce the Contract Value by the amount withdrawn and will be subject to the same conditions, limitations, restrictions and all other fees, charges and deductions, if applicable, as withdrawals otherwise made under the provisions of the Contract.

**Guaranteed Withdrawal Benefit VIII Rider – Joint Life** – You have purchased a Guaranteed Withdrawal Benefit VIII Rider – Joint Life. Subject to the terms and conditions described herein, this Rider:

- (a) allows for withdrawals up to the Protected Payment Amount without any adjustment to the Protected Payment Base, until the death of all Designated Lives eligible for lifetime benefits, subject to the provisions of this rider;

- (b) Provides for an annual credit to be applied to the Protected Payment Base as described under the **Annual Credit** provision of this Rider;
- (c) allows for withdrawals for purposes of satisfying the minimum distribution requirements of Internal Revenue Code Section 401(a)(9) and related Code provisions in effect on the Rider Effective Date, regardless of the amount, without any adjustment to the Protected Payment Base, subject to certain conditions as described herein;
- (d) provides for Automatic Annual Resets or Owner-Elected Resets of the Protected Payment Base.

We will provide you with an annual statement that lists the Protected Payment Amount and Protected Payment Base.

**Eligibility** – This Rider may be purchased and added to the Contract on the Contract Issue Date or Contract Anniversary, if available, provided that on the Rider Effective Date:

- (a) the Contract is issued as a:
  - (i) Non-Qualified Contract, except that if the Owner is a trust or other entity, this Rider is not Available; or
  - (ii) Qualified Contract under Code Section 408(a), 408(k), 408A, 408(p) or 403(b), except for an Inherited IRA, Inherited Roth IRA, Inherited TSA, 401(a), 401(k), Individual(k), Keogh, or 457 plan.
- (b) the age of each Designated Life is [85] years or younger; and
- (c) the Contract is structured such that upon death of one Designated Life, the surviving Designated Life may retain or assume ownership of the Contract; and
- (d) any Annuitant is a Designated Life; and

For the purposes of meeting the eligibility requirements, Designated Lives must be any one of the following:

- (a) A sole Owner with the Owner's spouse designated as the sole primary beneficiary; or
- (b) Joint Owners, where the Owners are each other's spouses; or
- (c) If the Contract is issued as a custodial owned IRA or TSA, the beneficial owner must be the Annuitant and the Annuitant's spouse must be designated as the sole primary beneficiary under the Contract. The custodian, under a custodial owned IRA or TSA, for the benefit of the beneficial owner, may be designated as sole primary beneficiary, provided that the spouse of the beneficial owner is the sole primary beneficiary of the custodial account.

**Annual Charge** – An annual charge for expenses related to this Rider will be deducted on the Contract Anniversary. The annual charge is equal to [0.65%] and will not exceed a maximum annual charge percentage of 1.50%.

The charge is deducted, in arrears, on each Contract Anniversary that this Rider remains in effect. The charge is equal to the annual charge percentage multiplied by the Protected Payment Base on the day the charge is deducted. The charge will be deducted from the Contract Value on a proportionate basis relative to the Fixed Account Option Value and the Index-Linked Option Value(s).

The annual charge percentage established on the Rider Effective Date will not change, except as otherwise described in the provisions of this Rider.

If this Rider terminates on a Contract Anniversary, the entire charge for the prior Contract Anniversary will be deducted from the Contract Value on that Contract Anniversary.

If the Rider terminates prior to a Contract Anniversary for reasons other than death of the sole surviving Designated Life, we will prorate the charge. The prorated amount will be based on the Protected Payment Base

as of the day the Rider terminates. Such prorated amount will be deducted from the Contract Value on the earlier of the day the Contract terminates or the Contract Anniversary immediately following the day the Rider terminates.

If the Rider terminates as a result of death of the sole surviving Designated Life, any annual charge deducted between the date of death and the Notice Date will be prorated as applicable to the date of death and added to the Contract Value on the Notice Date.

We will waive the charge for the current year in the following cases:

- (a) upon full annuitization of the Contract;
- (b) after the Contract Value is zero.

ANY PORTION OF THE CHARGE APPLICABLE TO AN INDEX-LINKED OPTION WILL BE DEDUCTED EVEN IF THERE HAS BEEN NO INDEX-LINKED INTEREST CREDITED TO THAT INDEX-LINKED OPTION.

**Change in Annual Charge** – The annual charge percentage, and corresponding deduction, may change as a result of any Automatic Reset or Owner-Elected reset. The annual charge percentage will never exceed the annual charge percentage then in effect for new issues of this same Rider. If we are no longer issuing this Rider, any change in the annual charge percentage will not result in an annual charge percentage that exceeds the maximum annual charge percentage specified in the **Annual Charge** provision.

If the Protected Payment Base is never reset, the annual charge percentage established on the Rider Effective Date is guaranteed not to change.

**Initial Values** – The Protected Payment Base is initially determined on the Rider Effective Date. On the Rider Effective Date, the Protected Payment Base is equal to the Initial Purchase Payment or, if effective on a Contract Anniversary, the Contract Value on that Contract Anniversary.

**Subsequent Purchase Payments** – Purchase Payments received after the Rider Effective Date will result in an increase in the Protected Payment Base by the amount of the Purchase Payment.

**Annual Credit** – On each Contract Anniversary after the Rider Effective Date, an annual credit will be applied to the Protected Payment Base if, as of that Contract Anniversary:

- (a) no withdrawals have occurred after the Rider Effective Date or the most recent Reset Date, whichever is later; and
- (b) that Contract Anniversary is within the first ten (10) Contract Anniversaries, measured from the Rider Effective Date or the most recent Reset Date, whichever is later.

The annual credit is equal to [8.0%] of the sum of (A) and (B) as of the Contract Anniversary on which the credit is added, where:

(A) is the Protected Payment Base on the Rider Effective Date or the most recent Reset Date, whichever is later.

(B) is cumulative Purchase Payments received after the Rider Effective Date or the most recent Reset Date, whichever is later.

Once a withdrawal has occurred, no annual credit will be applied to the Protected Payment Base on any Contract Anniversary following the withdrawal, unless an Automatic Reset or an Owner-Elected Reset occurs, in which case eligibility for the annual credit will begin as of the Reset Date.

**Withdrawal Percentage** – The withdrawal percentage is determined according to the table below based on the youngest Designated Life at the time of the first withdrawal.

If a withdrawal occurs after an Automatic Reset or Owner-Elected Reset, the withdrawal percentage will be based on the youngest Designated Life at the time of withdrawal according to the table below.

Age	Withdrawal Percentage
[Before 59½]	[0.0%]
[59½ – 64]	[4.5%]
[65 – 69]	[4.5%]
[70 – 74]	[5.5%]
[75 – 79]	[5.5%]
[80 – 84]	[6.5%]
[85 and older]	[6.5%]

Upon the first withdrawal after attainment of age [59½] of the youngest Designated Life, the withdrawal percentage will be based on the corresponding age in the table above. Withdrawals prior to the attainment of age [59½] of the youngest Designated Life will not impact the determination of the withdrawal percentage. This will occur regardless of whether an Automatic Reset or Owner-Elected Reset occurs.

**Withdrawal of Protected Payment Amount** – While this Rider is in effect, you may withdraw up to the Protected Payment Amount without any adjustment to the Protected Payment Base, until the Rider terminates as specified in the **Termination of Rider** provision of this Rider.

If a withdrawal does not exceed the Protected Payment Amount immediately prior to the withdrawal, the Protected Payment Base will remain unchanged.

**Withdrawals Exceeding Protected Payment Amount** – Except as otherwise provided under the **Withdrawals to Satisfy Required Minimum Distribution** provision of this Rider, if a withdrawal exceeds the Protected Payment Amount immediately prior to that withdrawal, we will reduce the Protected Payment Base. This adjustment will occur immediately following the withdrawal according to the following calculation:

- (a) Determine excess withdrawal amount (“A”) where A equals total withdrawal amount (including any applicable withdrawal charge and Market Value Adjustment) minus the Protected Payment Amount immediately prior to the withdrawal;
- (b) Determine ratio for proportionate reduction (“B”) where B equals A divided by (Contract Value immediately prior to the withdrawal minus Protected Payment Amount immediately prior to the withdrawal);
- (c) Determine the new Protected Payment Base which equals (Protected Payment Base immediately prior to the withdrawal) multiplied by (1 minus B). The Protected Payment Base will never be less than zero. If the Contract Value is reduced to zero, the Protected Payment Base will be reduced to zero.

WITHDRAWALS EXCEEDING THE PROTECTED PAYMENT AMOUNT COULD REDUCE FUTURE BENEFITS BY MORE THAN THE DOLLAR AMOUNT OF THE WITHDRAWAL.

The amount available for withdrawal under the Contract must be sufficient to support any withdrawal that would otherwise exceed the Protected Payment Amount.

**Withdrawals Taken Prior to Age [59 ½]** – If a withdrawal is taken and the youngest Designated Life is younger than age [59 ½], we will reduce the Protected Payment Base. This adjustment will occur immediately following the withdrawal according to the following calculation:

- (a) Determine excess withdrawal amount (“A”) where A equals total withdrawal amount (including any applicable withdrawal charge);

- (b) Determine ratio for proportionate reduction ("B") where B equals A divided by the Contract Value immediately prior to the withdrawal;
- (c) Determine the new Protected Payment Base which equals the lesser of:
  - 1. The Protected Payment Base immediately prior to the withdrawal multiplied by (1 minus B); or
  - 2. The Protected Payment Base immediately prior to the withdrawal minus the total withdrawal amount (including any applicable withdrawal charge).

The Protected Payment Base will never be less than zero. WITHDRAWALS TAKEN PRIOR TO AGE 59 ½ COULD REDUCE FUTURE BENEFITS BY MORE THAN THE DOLLAR AMOUNT OF THE WITHDRAWAL.

**Withdrawals to Satisfy Required Minimum Distribution** – No adjustment will be made to the Protected Payment Base if a withdrawal made under this Rider exceeds the Protected Payment Amount immediately prior to the withdrawal, provided that such withdrawal (herein referred to as an "**RMD withdrawal**") is for purposes of satisfying the minimum distribution requirements of Internal Revenue Code Section 401(a)(9) and related Code provisions in effect on the Rider Effective Date, and further subject to the following:

- (a) you have authorized us to calculate and make periodic distribution of the Annual RMD Amount for the Calendar Year required based on the payment frequency you have chosen;
- (b) the Annual RMD Amount is based on this Contract only; and
- (c) no withdrawals (other than RMD withdrawals) are made from the Contract during the Contract Year; and
- (d) the youngest Designated Life is age [59 ½] or older.

**Depletion of Contract Value** – If the youngest Designated Life is age [59 ½] or older, and a withdrawal (including an RMD withdrawal) does not exceed the Protected Payment Amount immediately prior to the withdrawal and reduces the Contract Value to zero, the following will apply:

- (a) the Protected Payment Amount will be paid each year until the death of all Designated Lives eligible for lifetime benefits. The payments will be made under a series of pre-authorized withdrawals under a payment frequency, as elected by the Owner, but no less frequently than annually;
- (b) no additional Purchase Payments will be accepted under the Contract;
- (c) no additional withdrawals will be permitted under the Contract;
- (d) the Contract will cease to provide any death benefit;
- (e) any remaining Guaranteed Minimum Surrender Value ("GMSV") will be paid as a lump sum.

If the youngest Designated Life is younger than age [59 ½], and a withdrawal (including an RMD withdrawal) reduces the Contract Value to zero, this Rider will terminate.

**Automatic Reset** – On each Contract Anniversary while this Rider is in effect and before the Annuity Date, we will automatically reset the Protected Payment Base if the Protected Payment Base is less than the Contract Value on that Contract Anniversary.

The Protected Payment Base will be reset to an amount equal to 100% of the Contract Value.

The annual charge percentage may change as a result of any Automatic Reset. (See **Change in Annual Charge** provision). We will provide you with written confirmation of each automatic reset.

**Automatic Reset – Opt-Out Election** – If you are within [sixty (60)] days after a Contract Anniversary on which an automatic reset is effective, you have the option to reinstate the Protected Payment Base, Protected Payment Amount, and the annual charge percentage to their respective amounts immediately before the automatic reset.

If you elect this option, your opt-out election must be received, in a form satisfactory to us, at our Service Center within the same [sixty (60)] day period after the Contract Anniversary on which the reset is effective.

Any future automatic resets will continue in effect in accordance with the **Automatic Reset** provision of this Rider.

**Automatic Reset – Future Participation** – You may elect not to participate in future automatic resets at any time. Your election must be received, in a form satisfactory to us, at our Service Center, while this Rider is in effect and before the Annuity Date. Such election will be effective for future Contract Anniversaries.

If you previously elected not to participate in automatic resets, you may elect to participate in future automatic resets at any time. Your election to resume participation must be received, in a form satisfactory to us, at our Service Center while this Rider is in effect and before the Annuity Date. Such election will be effective for future Contract Anniversaries as described in the **Automatic Reset** provision.

**Owner-Elected Resets (Non-Automatic)** – You may, on any Contract Anniversary after the Rider Effective Date or the most recent Reset Date, whichever is later, elect to reset the Protected Payment Base to an amount equal to 100% of the Contract Value as of that Contract Anniversary. The annual charge percentage may change if you elect this reset option. (See **Change in Annual Charge** provision).

On each Reset Date we will set the Protected Payment Base to an amount equal to 100% of the Contract Value as of that Reset Date.

If you elect this option, your election must be received, in a form satisfactory to us, at our Service Center within [sixty (60)] days after the Contract Anniversary on which the Reset is effective. This option may result in a reduction in the Protected Payment Base and Protected Payment Amount. We will provide you with written confirmation of your election.

**Application of Rider Provisions** – On and after each Reset Date, the provisions of this Rider shall apply in the same manner as they applied when the Rider was originally issued. Eligibility for the annual credit, the limitations and restrictions on Purchase Payments and withdrawals, the deduction of annual charges and any future reset options available on and after each Reset Date, will again apply and will be measured from that Reset Date.

**Annuitization** – If you annuitize the Contract at the maximum Annuity Date specified in the Contract and this Rider is still in effect at the time of your election and a Life Only fixed annuity option is chosen, the annuity payments will be equal to the greater of:

- (a) the Life Only fixed annual payment amount determined in accordance with the terms of the Contract; or
- (b) the Protected Payment Amount in effect at the maximum Annuity Date.

If you annuitize the Contract at any time prior to the maximum Annuity Date specified in the Contract, your annuity payments will be determined in accordance with the terms of the Contract. The Protected Payment Base and Protected Payment Amount under this Rider will not be used in determining any annuity payments.

**Continuation of Rider if Surviving Spouse Continues Contract** – If the Owner dies while this Rider is in effect and if the surviving spouse of the deceased Owner (who is also a Designated Life eligible for lifetime benefits) elects to continue the Contract in accordance with its terms, the surviving spouse may continue to take withdrawals of the current Protected Payment Amount under this Rider, until the day of death of such surviving spouse. If no withdrawals have occurred since the Rider Effective Date, the withdrawal percentage and corresponding Protected Payment Amount will be based on age when the surviving spouse takes a withdrawal. The surviving spouse may elect any of the reset options available under this Rider for subsequent Contract Anniversaries.

**Ownership and Beneficiary Changes** – Changes in Contract Owner(s), Annuitant and/or Beneficiary designations, and changes in marital status may adversely affect the benefits of this Rider.

**Termination of Rider** – Except as otherwise provided under the **Continuation of Rider if Surviving Spouse Continues Contract** provision of this Rider, this Rider will automatically terminate upon the earliest to occur of one of the following events:

- (a) the day of death of all Designated Lives eligible for lifetime benefits;
- (b) upon the death of the first Designated Life, if a death benefit is payable and a spouse who chooses to continue the contract is not a Designated Life eligible for lifetime benefits;
- (c) upon the death of the first Designated Life, if a death benefit is payable and the Contract is not continued according to the **Continuation of Rider if Surviving Spouse Continues Contract** provision;
- (d) if both Designated Lives are Joint Owners and there is a change in marital status, the Rider will terminate upon the death of the first Designated Life eligible for lifetime benefits and who is also an Owner;
- (e) the day the Contract is terminated in accordance with the provisions of the Contract;
- (f) the day that neither Designated Life is an Owner (or Annuitant, in the case of a custodial owned IRA or TSA);
- (g) the Annuity Date;
- (h) the day that the Contract Value is reduced to zero as a result of a withdrawal (except an RMD withdrawal) that exceeds the Protected Payment Amount; or
- (i) the day that the Contract Value is reduced to zero and the youngest Designated Life is younger than age [59 ½].

This Rider does not terminate upon divorce of Joint Owners.

This Rider and the Contract will not terminate if the Contract Value is zero and we are making pre-authorized withdrawals of the Protected Payment Amount.

The rider may be voluntarily terminated by the Owner after one year from the Rider Effective Date.

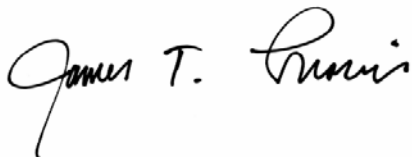
**Rider Effective Date** – This Rider is effective on the Contract Date, unless a later date is shown below.

Rider Effective Date: [Date]

All other terms and conditions of the Contract remain unchanged by this Rider.

**PACIFIC LIFE INSURANCE COMPANY**

[



Chairman and Chief Executive Officer



Secretary]



## GUARANTEED WITHDRAWAL BENEFIT VIII RIDER – JOINT LIFE

### SAMPLE CALCULATIONS – For Illustration Purposes Only

The numeric examples shown in this section are based on certain assumptions. They have been provided to assist in understanding the benefits provided by this Rider and to demonstrate how Purchase Payments received and withdrawals made from the Contract prior to the Annuity Date affect the values and benefits under this Rider over an extended period of time. **These examples are not intended to serve as projections of future values.**

The values shown in Examples 1 through 4 are based on the following assumptions:

- Rider purchased at Contract issue and the youngest Designated Life is age 60
- Automatic Resets are shown, if applicable
- Amounts of interest credited are hypothetical

#### Example 1: Setting of Initial Values

Contract Year	Purchase Payment	Withdrawal Amount	Contract Value After Transaction	Protected Payment Base	Protected Payment Amount	Annual Credit
Beginning of Year 1	\$100,000		\$100,000	\$100,000	\$5,000	\$0

#### Example 2: Annual Credit

Contract Year	Purchase Payment	Withdrawal Amount	Contract Value After Transaction	Protected Payment Base	Protected Payment Amount	Annual Credit
Beginning of Year 1	\$100,000		\$100,000	\$100,000	\$5,000	\$0
Beginning of Year 2			\$104,000	\$108,000	\$5,400	\$8,000

- Since no withdrawals were taken during the first Contract Year, an annual credit of \$8,000 (8% x \$100,000) is added to the Protected Payment Base at the beginning of Contract Year 2.

#### Example 3: Withdrawals Not Exceeding the Protected Payment Amount

Contract Year	Purchase Payment	Withdrawal Amount	Contract Value After Transaction	Protected Payment Base	Protected Payment Amount	Annual Credit
Beginning of Year 1	\$100,000		\$100,000	\$100,000	\$5,000	\$0
Beginning of Year 2			\$104,000	\$108,000	\$5,400	\$8,000
Activity		\$5,400	\$98,600	\$108,000	\$0	
Beginning of Year 3			\$102,000	\$108,000	\$5,400	\$0

- Since a withdrawal that does not exceed the Protected Payment Amount takes place in Contract Year 2, the Protected Payment Base remains the same. Also, the annual credit is not added to the Protected Payment Base at the beginning of Contract Year 3.

#### Example 4: Withdrawal Exceeding Protected Payment Amount

Contract Year	Purchase Payment	Withdrawal Amount	Contract Value After Transaction	Protected Payment Base	Protected Payment Amount	Annual Credit
Beginning of Year 1	\$100,000		\$100,000	\$100,000	\$5,000	\$0
Beginning of Year 2			\$104,000	\$108,000	\$5,400	\$8,000
Activity		\$15,000	\$89,000	\$97,492	\$0	
Beginning of Year 3			\$92,000	\$97,492	\$4,875	\$0

- Since a withdrawal of \$15,000 exceeds the Protected Payment Amount in Contract Year 3, the Protected Payment Base is reduced to \$97,492
  - $A = \$9,600 = (\$15,000 - \$5,400)$
  - $B = 0.0973 = (\$9,600 / (\$104,000 - \$5,400))$
  - Protected Payment Base = \$97,492 =  $\$108,000 \times (1 - 0.0973)$
- At the beginning of Contract Year 3, the Protected Payment Amount is reset to \$4,875 ( $5\% \times \$97,492$ )

The values shown in Example 5 are based on the following assumptions:

- Rider purchased at Contract issue by a 55-year old Owner
- Automatic resets are shown, if applicable
- Interest returns are random

#### Example 5: Withdrawal Prior to age [59½]

Contract Year	Owner Age	Purchase Payment	Withdrawal Amount	Contract Value After Transaction	Protected Payment Base	Protected Payment Amount	Annual Credit
Beginning of Year 1	55	\$100,000		\$100,000	\$100,000	\$0	\$0
Beginning of Year 2	56			\$104,000	\$108,000	\$0	\$8,000
Beginning of Year 3	57			\$107,000	\$116,000	\$0	\$8,000
Activity			\$30,000	\$80,000	\$84,367	\$0	
Beginning of Year 4	58			\$83,000	\$84,367	\$0	\$0
Beginning of Year 5	59			\$86,000	\$86,000	\$0	\$0
Activity	59.5 Birthday			\$86,000	\$86,000	\$4,300	
Beginning of Year 6	60			\$89,000	\$92,880	\$4,644	\$6,880

- The Protected Payment Amount is equal to \$0 until the youngest Designated Life reaches age 59.5
- Due to the withdrawal prior to age 59.5 of \$30,000 made in Contract Year 3, the Protected Payment Base is reduced to \$84,367
  - Protected Payment Base is reduced based on a pro-rata reduction
    - $A = \$30,000$
    - $B = 0.2727 = \$30,000 / \$110,000$ ;  $\$110,000 =$  contract value prior to the \$30,000 withdrawal
    - Protected Payment Base = \$84,367 =  $\$116,000 \times (1 - 0.2727)$
  - Protected Payment Base is reduced by the amount of the early withdrawal
    - Protected Payment Base = \$86,000 =  $\$116,000 - \$30,000$
  - Since \$84,367 is less than \$86,000, the Protected Payment Base is reduced to \$84,367
- At the beginning of Contract Year 5, a Reset takes place since the Contract Value (\$86,000) is greater than the Protected Payment Base (\$84,367). The Protected Payment Amount remains at \$0 since the youngest Designated Life has not reached age 59.5.
- During Contract Year 5, the youngest Designated Life reaches age 59.5. At this time, the Protected Payment Amount is set to \$4,300 ( $5\% \times \$86,000$ ).
- At the beginning of Contract Year 6, the Protected Payment Base is increased by the annual credit of \$6,880 ( $8\% \times \$86,000$ ) to \$92,880. The annual credit is applied again because of the Reset at the beginning of Contract Year 5. The Protected Payment Amount is increased to \$4,644.

SERFF Tracking Number: PACL-127281381 State: Arkansas  
Filing Company: Pacific Life Insurance Company State Tracking Number: 49504  
Company Tracking Number: 30-1209  
TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.004 Modified Single Premium  
Variable  
Product Name: Individual Limited Premium Deferred Fixed Annuity Contract  
Project Name/Number: Individual Limited Premium Deferred Fixed Annuity Contract/30-1209

## Supporting Document Schedules

	Item Status:	Status Date:
<b>Satisfied - Item:</b> Flesch Certification <b>Comments:</b> <b>Attachment:</b> AR 1209 READ CERT.pdf		

	Item Status:	Status Date:
<b>Bypassed - Item:</b> Application <b>Bypass Reason:</b> SEE FORM SCHEDULE TAB <b>Comments:</b>		

	Item Status:	Status Date:
<b>Satisfied - Item:</b> Life & Annuity - Acturial Memo <b>Comments:</b> <b>Attachments:</b> ASC1209 - 20110715.pdf ASC1210 - National dlr.pdf ASC1211 - National dlr.pdf		

	Item Status:	Status Date:
<b>Satisfied - Item:</b> Certification <b>Comments:</b> <b>Attachments:</b> AR 1209 CERTS.pdf AR Agent Education Certification.pdf AR Contract Summary Certification.pdf AR Filing Certification.pdf		

SERFF Tracking Number: PACL-127281381 State: Arkansas  
Filing Company: Pacific Life Insurance Company State Tracking Number: 49504  
Company Tracking Number: 30-1209  
TOI: A02I Individual Annuities- Deferred Non- Sub-TOI: A02I.004 Modified Single Premium  
Variable  
Product Name: Individual Limited Premium Deferred Fixed Annuity Contract  
Project Name/Number: Individual Limited Premium Deferred Fixed Annuity Contract/30-1209

**Item Status:**

**Status  
Date:**

**Satisfied - Item:** Statement of Variability

**Comments:**

**Attachments:**

SOV CS1209AR-2.pdf  
SV1209.pdf

**Item Status:**

**Status  
Date:**

**Satisfied - Item:** Sample Fact Sheet

**Comments:**

**Attachment:**

90002-11A\_Index Choice Fact Sheet\_Submission.pdf

**Item Status:**

**Status  
Date:**

**Satisfied - Item:** Sample Contract Summary

**Comments:**

**Attachment:**

CS1209AR-2.pdf

**Item Status:**

**Status  
Date:**

**Satisfied - Item:** Sample Illustration

**Comments:**

**Attachment:**

Sample FIA illustration for filing.pdf

**Item Status:**

**Status  
Date:**

**Satisfied - Item:** Client Guide

SERFF Tracking Number: PACL-127281381 State: Arkansas  
Filing Company: Pacific Life Insurance Company State Tracking Number: 49504  
Company Tracking Number: 30-1209  
TOI: A02I Individual Annuities- Deferred Non- Sub-TOI: A02I.004 Modified Single Premium  
Variable  
Product Name: Individual Limited Premium Deferred Fixed Annuity Contract  
Project Name/Number: Individual Limited Premium Deferred Fixed Annuity Contract/30-1209

**Comments:**

**Attachment:**

90001-11A Pacific Index Choice Client Guide.pdf

**Item Status:**

**Status**

**Date:**

**Satisfied - Item:** Rider Redline Versions

**Comments:**

**Attachments:**

20-1210 MTS.pdf

20-1211 MTS.pdf

PACIFIC LIFE INSURANCE COMPANY  
700 Newport Center Drive • Newport Beach, CA 92660

STATE OF ARKANSAS

**CERTIFICATION OF READABILITY**

This is to certify that the form(s) submitted herewith achieved the following reading ease score(s) as calculated by the Flesh Reading Ease Test and complies with the requirements of Arkansas State Ann. 66-3251 through 66-3258, cited as the Life and Disability Insurance Policy Simplification Act.

Form Number	Score
30-1209; 25-1209; 20-1210; 20-1211	50.5



\_\_\_\_\_  
Company Officer

Nancy A. Hill  
\_\_\_\_\_  
Name

Assistant Vice President, Compliance  
\_\_\_\_\_  
Title

8/9/11  
\_\_\_\_\_  
Date

PACIFIC LIFE INSURANCE COMPANY  
700 Newport Center Drive • Newport Beach, CA 92660

STATE OF ARKANSAS

RULE AND REGULATION 6 CERTIFICATION

<u>Form Number(s):</u>	<u>Form Description(s):</u>
30-1209	Individual Limited Premium Deferred Fixed Annuity Contract
25-1209	Individual Fixed Annuity Application
20-1210	Guaranteed Withdrawal Benefit VIII Rider – Single Life
20-1111	Guaranteed Withdrawal Benefit VIII Rider – Joint Life

I, Nancy A. Hill, hereby provide our assurance that Rule and Regulation 6 has been reviewed and the above form(s) are in compliance said Rule and Regulation 6 as well as all other applicable requirements of the Arkansas Department of Insurance.



\_\_\_\_\_  
Company Officer

\_\_\_\_\_  
Nancy A. Hill  
Name

\_\_\_\_\_  
Assistant Vice President Compliance  
Title

\_\_\_\_\_  
8/9/11  
Date

PACIFIC LIFE INSURANCE COMPANY  
700 Newport Center Drive • Newport Beach, CA 92660

STATE OF ARKANSAS

REGULATION 19 CERTIFICATION

<u>Form Number(s):</u>	<u>Form Description(s):</u>
30-1209	Individual Limited Premium Deferred Fixed Annuity Contract
25-1209	Individual Fixed Annuity Application
20-1210	Guaranteed Withdrawal Benefit VIII Rider – Single Life
20-1111	Guaranteed Withdrawal Benefit VIII Rider – Joint Life

I, Nancy A. Hill, hereby certify that the above form(s) meet the provisions of Regulation 19 as well as all applicable requirements of the Arkansas Department of Insurance.



\_\_\_\_\_  
Company Officer

\_\_\_\_\_  
Nancy A. Hill  
Name

\_\_\_\_\_  
Assistant Vice President Compliance  
Title

\_\_\_\_\_  
8/9/11  
Date



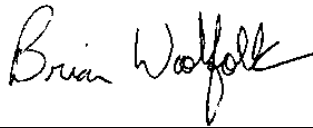
PACIFIC LIFE INSURANCE COMPANY  
700 Newport Center Drive • Newport Beach, CA 92660

STATE OF ARKANSAS

CERTIFICATION OF COMPLIANCE

RE: 30-1209; 25-1209; 20-1210; 20-1211

We hereby certify that this form is in compliance with Regulation 34, Section 6 - Valuation and Section 7 - Nonforfeiture. In no case shall the reserves, under this policy, be less than the actual Cash Surrender Values provided for under the policy contract.



\_\_\_\_\_  
Company Officer

Brian Woolfolk, FSA, MAAA

\_\_\_\_\_  
Name

Vice President & Chief Actuary

\_\_\_\_\_  
Title

8/9/11

\_\_\_\_\_  
Date

**PACIFIC LIFE INSURANCE COMPANY**  
700 Newport Center Drive • Newport Beach, CA 92660

**CERTIFICATE OF AGENT EDUCATION**

<b><u>Form Number</u></b>	<b><u>Form Description</u></b>
30-1209	Individual Limited Premium Deferred Fixed Annuity Contract
25-1209	Individual Fixed Annuity Application
20-1210	Guaranteed Withdrawal Benefit VIII Rider – Single Life
20-1211	Guaranteed Withdrawal Benefit VIII Rider – Joint Life

This is to certify that the contract and rider forms listed above will not be solicited by any person who is not trained and qualified to sell such forms.



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Company Officer

---

Nancy A. Hill  
Name

---

Assistant Vice President, Compliance  
Title

---

8/15/11  
Date

PACIFIC LIFE INSURANCE COMPANY  
700 Newport Center Drive • Newport Beach, CA 92660

**CERTIFICATE OF REVIEW AND COMPLIANCE**

**Form Number**

**Form Description**

CS1209

Contract Summary for Form 30-1209

This is to certify that I have reviewed the Contract Summary for annuity contract form 30-1209 and it is in compliance with the Arkansas External-Indexed Contract Guidelines.



---

Company Officer

---

Nancy A. Hill  
Name

---

Assistant Vice President, Compliance  
Title

---

8/15/11  
Date

PACIFIC LIFE INSURANCE COMPANY  
700 Newport Center Drive • Newport Beach, CA 92660

**CERTIFICATE OF FILING COMPLIANCE**

<b><u>Form Number</u></b>	<b><u>Form Description</u></b>
30-1209	Individual Limited Premium Deferred Fixed Annuity Contract
25-1209	Individual Fixed Annuity Application
20-1210	Guaranteed Withdrawal Benefit VIII Rider – Single Life
20-1211	Guaranteed Withdrawal Benefit VIII Rider – Joint Life

This is to certify that the above submission is in compliance with the Arkansas External-Indexed Contract Guidelines.



---

Company Officer

---

Nancy A. Hill  
Name

---

Assistant Vice President, Compliance  
Title

---

8/15/11  
Date

**PACIFIC LIFE INSURANCE COMPANY**  
700 Newport Center Drive ● Newport Beach, CA 92660

**STATEMENT OF VARIABILITY**

**Form Number**      **Form Description**

CS1209AR-2      Contract Summary

This Statement of Variability identifies and explains the variable items, denoted by brackets, contained in the above referenced variable annuity forms. Any changes within these areas will be administered in accordance with the requirements of your state, including any requirements for prior approval of a change.

**Contract Summary Form No. CS1209AR-2**

Page No.	Bracketed (Variable) Text	Explanation of Variability/Range of Variables
Top of Each Page	Company address, phone numbers, and website.	Current information shown. In the event of a change in the company address, phone numbers, and/or website, the new information will be shown.
1	Maximum Issue Age [85]	The Maximum Issue Age is currently 85. Any change in this amount will be displayed. The Maximum Issue Age range for this contract is 50-85.
1	S&P 500 <sup>®</sup> INDEX & MSCI ACWI <sup>®</sup> INDEX Abbreviations	Both trademark indices require a specific abbreviation. If the abbreviations change in the future, the text will be updated accordingly. If an index is no longer used, the text will be omitted. Additionally, if an index-linked option is no longer available, it will be omitted.
Bottom of Each Page	[NBD] Internal Reference Code	This code may change in the future or be omitted entirely.
Bottom of Each Page	Barcode and revision date.	The barcode and corresponding revision date may change in the future or may be omitted entirely.
2	S&P 500 <sup>®</sup> INDEX & MSCI ACWI <sup>®</sup> INDEX Abbreviations	Both trademark indices require a specific abbreviation. If the abbreviations change in the future, the text will be updated accordingly. If an index is no longer used, the text will be omitted.
9	Maximum Issue Age	The maximum issue age may change for future issues of the rider. The range will be between 75 years and 85 years.
9	Lifetime Withdrawal Age [59 ½ ]	The age upon which lifetime withdrawal benefits will be afforded may change for future issues of the above referenced rider. The currently lifetime withdrawal range is 59 ½. The range will be between 50 and 65 years old.
9	Age & Withdrawal Percentage Chart	The age and corresponding withdrawal percentage amounts may change in the future. The age range is 1 to 100 and the withdrawal percentage range is 3.0% to 9.0%
9	Annual Credit Percentage	The annual credit percentage may change for new issues of the above referenced rider. The current annual credit percentage is 8.0% and the range is 5.0% to 10.0%.
9	Annual Fee Percentage	The annual charge percentage may change for new issues of the above referenced rider. The current annual charge percentage is 0.65%. Any change in the annual charge percentage will not exceed a maximum annual charge percentage of 1.50%.
10	Maximum Issue Age	The maximum issue age may change for future issues of the rider. The range will be between 75 years and 85 years.
10	Age & Withdrawal Percentage Chart	The age and corresponding withdrawal percentage amounts may change in the future. The age range is 1 to 100 and the withdrawal percentage range is 3.0% to 9.0%
10	Annual Credit Percentage	The annual credit percentage may change for new issues of the above referenced rider. The current annual credit percentage is 8.0% and the range is 5.0% to 10.0%.
10	Annual Fee Percentage	The annual charge percentage may change for new issues of the above referenced rider. The current annual charge percentage is 0.65%. Any change in the annual charge percentage will not exceed a maximum annual charge percentage of 1.50%.
11	Company address and phone number.	The company address and phone number may change in the future. If the address or phone number changes, the new information will be shown accordingly.
11	S&P 500 <sup>®</sup> INDEX & MSCI ACWI <sup>®</sup> INDEX Abbreviations and Disclosures	Both trademark indices require a specific disclosure statement. If the index abbreviations or the disclosure statements change in the future, the text will be updated accordingly. If an index is no longer used, the text will be omitted.

**STATEMENT OF VARIABILITY**

**Form Number**      **Form Description**

30-1209	Individual Limited Premium Deferred Fixed Annuity
25-1209	Individual Fixed Annuity Application
20-1210-2	Individual Fixed Annuity Rider
20-1211-2	Individual Fixed Annuity Rider

This Statement of Variability identifies and explains the variable items, denoted by brackets, contained in the above referenced variable annuity forms. Any changes within these areas will be administered in accordance with the requirements of your state, including any requirements for prior approval of a change.

**Individual Limited Premium Deferred Fixed Annuity Contract Form No. 30-1209**

<b>Page No.</b>	<b>Bracketed (Variable) Text</b>	<b>Explanation of Variability/Range of Variables</b>
Cover & Back Page	Company address & phone number	Current information shown. In the event of a change in the company address and/or phone number, the new information will be shown.
Cover Page	Right to Cancel [twenty (20)] days	The standard right to cancel period is 20 days in non-replacement situations. In replacement situations, this period will reflect 30 days or, if this time period is changed by the state law, the appropriate time period will be shown.
Cover Page	Officer Signatures & Titles	Current signatures and titles shown. In the event of a change in company officers, the new officer's signature and title will be shown.
3A	Contract Number, Contract Date, Contract Type, Owner(s), Annuitant(s), Annuitant's Age, Annuity Date, Annuitant's Sex, and Initial Purchase Payment Amount.	Customer specific information that will change for each contract issue. These items are completed, as applicable, depending on the circumstances of each particular Owner and Annuitant and the information contained in the application.
3A	Maximum Issue Age [85]	The Maximum Issue Age is currently 85. Any change in this amount will be displayed. The Maximum Issue Age range for this contract is 50-85.
3A	Credit Enhancement [1.50%]	The credit enhancement may vary depending on the length of the surrender charge period elected. Any change in this amount will be displayed. The Credit Enhancement range for this contract is 0.25% to 5%.
3A	Minimum Subsequent Purchase Payment Amount [\$1,000]	Current minimum subsequent purchase payment amount is shown. Any change in this amount will be displayed. The range for the minimum purchase payment amount is \$100 to \$25,000.
3A	Maximum Purchase Payment Amount without Home Office Approval [\$1,000,000]	The Maximum Purchase Payment Amount without Home Office Approval is shown. Any change in this amount will be displayed. The range for the Maximum Purchase Payment Amount without Home Office Approval is \$500,000 to \$10,000,000.
3A	Maximum Aggregate Additional Purchase Payments [\$100,000]	The Maximum Aggregate Additional Purchase Payment is shown. Any change in this amount will be displayed. The range for the Maximum Aggregate Additional Purchase Payments is \$10,000 to \$1,000,000.
3A	Optional Riders & Annual Charge %	The optional riders and their corresponding annual charge percentages shown on the Contract Specifications page are those which we are currently offering. If an optional rider is elected at the time of application for the contract, each rider so elected and its corresponding annual charge percentage will be displayed as shown. If an optional rider is not elected, that rider and its annual charge percentage will not be displayed. Any approved Individual Limited Premium Deferred Fixed Annuity rider shown on the application could be chosen. Any new optional rider added to this section will only be those optional riders that have been previously approved.

3A	Withdrawal Charge Period/Table of Withdrawal Charge Percentages.	<p>The Contract offers three different Withdrawal Charge Periods, including a 6 year, 8 year, and 10 year. The appropriate table will be shown depending on the Withdrawal Charge Period selected by the Owner on the application. The tables are as follows:</p> <p>6 Year:</p> <table><tr><td><u>Year of Withdrawal</u></td><td><u>% of Gross Withdrawal</u></td></tr><tr><td>First</td><td>9%</td></tr><tr><td>Second</td><td>8%</td></tr><tr><td>Third</td><td>8%</td></tr><tr><td>Fourth</td><td>7%</td></tr><tr><td>Fifth</td><td>6%</td></tr><tr><td>Sixth</td><td>4%</td></tr><tr><td>Seventh and Later</td><td>0%]</td></tr></table> <p>8 Year:</p> <table><tr><td><u>Year of Withdrawal</u></td><td><u>% of Gross Withdrawal</u></td></tr><tr><td>First</td><td>9%</td></tr><tr><td>Second</td><td>8%</td></tr><tr><td>Third</td><td>8%</td></tr><tr><td>Fourth</td><td>7%</td></tr><tr><td>Fifth</td><td>6%</td></tr><tr><td>Sixth</td><td>4%</td></tr><tr><td>Seventh</td><td>4%</td></tr><tr><td>Eighth</td><td>3%</td></tr><tr><td>Ninth and Later</td><td>0%</td></tr></table> <p>10 Year</p> <table><tr><td><u>Year of Withdrawal</u></td><td><u>% of Gross Withdrawal</u></td></tr><tr><td>First</td><td>9%</td></tr><tr><td>Second</td><td>8%</td></tr><tr><td>Third</td><td>8%</td></tr><tr><td>Fourth</td><td>7%</td></tr><tr><td>Fifth</td><td>6%</td></tr><tr><td>Sixth</td><td>4%</td></tr><tr><td>Seventh</td><td>4%</td></tr><tr><td>Eighth</td><td>3%</td></tr><tr><td>Ninth</td><td>2%</td></tr><tr><td>Tenth</td><td>1%</td></tr><tr><td>Eleventh and later</td><td>0%</td></tr></table>	<u>Year of Withdrawal</u>	<u>% of Gross Withdrawal</u>	First	9%	Second	8%	Third	8%	Fourth	7%	Fifth	6%	Sixth	4%	Seventh and Later	0%]	<u>Year of Withdrawal</u>	<u>% of Gross Withdrawal</u>	First	9%	Second	8%	Third	8%	Fourth	7%	Fifth	6%	Sixth	4%	Seventh	4%	Eighth	3%	Ninth and Later	0%	<u>Year of Withdrawal</u>	<u>% of Gross Withdrawal</u>	First	9%	Second	8%	Third	8%	Fourth	7%	Fifth	6%	Sixth	4%	Seventh	4%	Eighth	3%	Ninth	2%	Tenth	1%	Eleventh and later	0%
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Tenth	1%																																																													
Eleventh and later	0%																																																													
3B	S&P 500 <sup>®</sup> INDEX & MSCI ACWI <sup>®</sup> INDEX Abbreviations and Disclosures	Both trademark indices require a disclosure statement in the contract. If the index abbreviations or the disclosure statements change in the future, the text will be updated accordingly. If an index is no longer used, the text will be omitted.																																																												
3C	S&P 500 <sup>®</sup> INDEX & MSCI ACWI <sup>®</sup> INDEX Abbreviations	Both trademark indices require specific abbreviations. If these abbreviations change in the future, the revised abbreviation will be shown. If an index is no longer used, the text will be omitted.																																																												
3C	Minimum Fixed Account Option Guaranteed Rate	The Minimum Fixed Account Option Guaranteed Rate that is in effect for each specific Contract will be displayed. The range of the Minimum Fixed Account Option Guaranteed Rate is between 1% and 3%.																																																												
3C	Minimum Index-Linked Interest Rate Cap for the 1 Year Point to Point Index-Linked Option	The Minimum Index-Linked Interest Rate Cap for the 1 Year Point to Point Index-Linked Option for each specific Contract will be displayed. The range is between 2.25% to 20.0%. Any Caps will be determined by factors such as then current financial conditions, the amount of purchase payment submitted, and expenses related to the specific distribution system marketing the Contract.																																																												
3C	Minimum Index-Linked Interest Rate Cap for the 2 Year Point to Point Index-Linked Option	The Minimum Index-Linked Interest Rate Cap for the 2 Year Point to Point Index-Linked Option for each specific Contract will be displayed. The range is between 4.25% to 25.0%. Any Cap will be determined by factors such as then current financial conditions, the amount of purchase payment submitted, and expenses related to the specific distribution system marketing the Contract.																																																												

3C	Minimum Declared Index Option Interest Rate	The Minimum Declared Index Interest Rate for each specific Contract will be displayed. The range is between 2.0% to 20.0%. Any Minimum Declared Index Interest Rate will be determined by factors such as then current financial conditions, the amount of purchase payment submitted, and expenses related to the specific distribution system marketing the Contract.
3D	Initial Purchase Payment Allocations: Purchase Payment Allocation Percentage; Purchase Payment Allocation Amount.	Contract specific information that will change for each contract issue. These items are completed, as applicable, depending on the selections chosen by the Owner on the application.
3D	Initial Purchase Payment Allocations: Fixed Account Option Guaranteed Rate	The Fixed Account Option Guaranteed Rate is set at contract issue and will be between the range of 1% and 3%.
3D	Initial Purchase Payment Allocations: Initial Index-Linked Interest Rate Cap For Purchase Payments Less Than \$100,000; Initial Index-Linked Interest Rate Cap For Purchase Payments \$100,000 and Greater	The initial Index-Linked Interest Rate Caps are set at contract issue. The range for all 1 Year Point To Point caps is 2.25% to 20%. The range for all 2 Year Point to Point caps is 4.5% to 25%.
3D	Initial Purchase Payment Allocations: Initial Declared Index Interest Rate For Purchase Payments Less Than \$100,000; Initial Declared Index Interest Rate For Purchase Payments \$100,000 and Greater	The initial Declared Index Interest Rate is set at contract issue. The range is between 2.0% and 20%.
3D	Initial Guarantee Period	The Initial Guarantee Period will be either 6, 8, or 10 years and will correspond to the years of the Withdrawal Charge Period selected by the Owner on the application.
3E	Service Center address	Current service center address is shown. In the event of a change in the address of our Service Center, the new address will be shown.
3E	Toll-Free Numbers and Hours of Operation	Current toll-free numbers and hours of information are shown. Our toll-free numbers and hours of operation may change as a result of any address change in our Service Center, change of telephone number and/or business hours.
5	Guaranteed Minimum Surrender Value ("GMSV"): Percentage and applicable rates.	The applicable GMSV percentage may change in the future for new issues of the contract. The range is between 87.5% and 100%. Additionally, the applicable interest rates may change in the future. The range is between 1.0% and 3.0%.
8	Misstatement of Age and/or Sex	The current rate is shown. This rate may change in the future for new issues of the Contract and the range will be between 1.0% and 3.0%.
28	Basis of Computations	The current mortality table used and annual rate is shown. This mortality table and rate may change in the future for new issues of the Contract. The range of rates will be between 1.0% and 3.0%.
29-30	Annuity Tables & Rates	The current tables and rates are shown. These tables may change in the future for new issues of the Contract and will reflect the mortality table and rate referenced in the <b>Basis of Computations</b> provision on page 28.



**Fixed Annuity Application Form No. 25-1209**

Page No.	Bracketed (Variable) Text	Explanation of Variability/Range of Variables
1	Product Name	The marketing name of the product applied for will be displayed.
1	Company Addresses & Toll-Free Telephone Numbers	The current information is shown. In the event of a change in the company address, internet address and/or toll-free telephone numbers, the new information will be shown.
1	States of use	The states in which this application can be used. States may be added and removed in the future.
1-6	Barcode and Date	Barcodes will be assigned to this form as necessary and will change from time to time. The most current barcode revision date will be displayed to the left of the barcode.
3	Section 8 - Contract Type – [Non-Qualified, IRA, Roth IRA, SEP-IRA, TSA/403(b), Keogh/HR10, 401(a), 401(k), 457(b), 501(c)]	The contract may be issued in connection with any of the contract types indicated in this space. From time to time, we may add new contract types and remove those contract types that are no longer available or for which new sales have been discontinued.
3	Section 8 - Contract Type – [ <sup>1</sup> For trust-owned contracts, complete Trustee Certification and Disclosure. <sup>2</sup> For non-qualified contracts, if Owner is a non-natural person or corporation, complete the Non-Natural or Corporate-Owned Disclosure Statement. <sup>3</sup> For individual-owned or trust-owned Inherited IRA contracts, complete appropriate Inherited IRA Certification. <sup>4</sup> Complete TSA Certification. <sup>5</sup> Complete Qualified Plan and 457(b) Plan Disclosure.]	The references to internal forms shown in this space are their current titles. These references and their titles may change from time to time.
3	Section 11 – Optional Riders	The optional riders shown in this section are any approved individual deferred fixed annuity riders and which are available for the applicable contract. From time to time, we may add new optional riders and remove those riders that are no longer available or for which new sales have been discontinued. Any new optional rider added to this section will only be those optional riders that have been previously approved.
4	Section 12 – Interest Crediting Options	The available interest crediting options may change from time to time. If an interest crediting option is no longer available, it will be removed from this section. Additionally, the indices trademark names may change in the future.
4	S&P 500 <sup>®</sup> INDEX & MSCI ACWI <sup>®</sup> INDEX Abbreviations and Disclosures	Both trademark indices require a disclosure statement in the application. If the abbreviations or the disclosure statements change in the future, the text will be updated accordingly. If an index is no longer used, the text will be omitted.
5	Fraud Notice	The fraud notices shown here may change in the future due to changes in state laws, rules, or regulations.
6	Section 16 - Registered Representative's/Producers Statement – Option Box – [A]	The commission schedules available under the Contract in which the Registered Representative/Producer can choose from are displayed here. If there are no commission schedules available under the Contract, this box will not appear. We have bracketed the commission options to allow for future additions or deletions within the stated options, i.e, each option will either appear or not appear. The range of commission options is A, B, C, D, E, F, and G.
6	Bottom of page – Company mailing addresses	The current information is shown. In the event of a change to the company mailing address, the new address will be shown.

**Fixed Annuity Rider Form No. 20-1210-2**

Page No.	Bracketed (Variable) Text	Explanation of Variability/Range of Variables
1	Company Addresses & Toll-Free Telephone Numbers	Current information shown. In the event of a change in the company address, internet address and/or toll-free telephone numbers, the new information will be shown, accordingly.
1	Lifetime withdrawal age	The age upon which lifetime withdrawal benefits will be afforded may change for future issues of the above referenced rider. The range will be between 50 and 65 years old.
2	Annual Charge Percentage	The annual charge percentage may change for new issues of the above referenced rider. The current annual charge percentage is 0.65%. Any change in the annual charge percentage will not exceed a maximum annual charge percentage of 1.50%.
2	Withdrawal Percentage Table	The age and corresponding withdrawal percentage amounts may change in the future. The age range is 1 to 100 and the withdrawal percentage range is 3.0% to 9.0%
2	Lifetime withdrawal age	The age upon which lifetime withdrawal benefits will be afforded may change for future issues of the above referenced rider. The range will be between 50 and 65 years old.
3	Guaranteed Withdrawal Benefit VIII Rider – Single Life	The maximum issue age may change for future issues of the rider. The range will be between 75 years and 85 years.
4	Annual Charge	The annual charge percentage may change for new issues of the above referenced rider. The current annual charge percentage is 0.65%. Any change in the annual charge percentage will not exceed a maximum annual charge percentage of 1.50%.
5	Annual Credit	The annual credit percentage may change for new issues of the above referenced rider. The current annual credit percentage is 8.0% and the range is 5.0% to 10.0%.
5	Withdrawal Percentage Table	The age and corresponding withdrawal percentage amounts may change in the future. The age range is 1 to 100 and the withdrawal percentage range is 3.0% to 9.0%
5	Lifetime withdrawal age	The age upon which lifetime withdrawal benefits will be afforded may change for future issues of the above referenced rider. The range will be between 50 and 65 years old.
5	Lifetime withdrawal age	The age upon which lifetime withdrawal benefits will be afforded may change for future issues of the above referenced rider. The range will be between 50 and 65 years old.
7	Depletion of Contract Value	The age upon which lifetime withdrawal benefits will be afforded may change for future issues of the above referenced rider. The range will be between 50 and 65 years old.
7	Automatic Reset – Opt-Out Election	The number of days following a Contract Anniversary during which an Owner may opt-out of an automatic reset may change for future issues of the above referenced rider. The range will be between 30 and 90 days.
7	Owner Elected Resets (Non-Automatic)	The number of days following a Contract Anniversary during which an Owner may reset may change for future issues of the above referenced rider. The range will be between 30 and 90 days.
8	Termination of Rider	The age upon which lifetime withdrawal benefits will be afforded may change for future issues of the above referenced rider. The range will be between 50 and 65 years old.
8	Rider Effective Date	The Rider Effective Date is either the Contract Date for new applications or the Contract Anniversary for in-force contract owners purchasing the rider after the Contract Date.
8	Company Officer's Signatures and Titles	In the event of a change in company officers, the new company officer's signature and title will be shown.

**Fixed Annuity Rider Form No. 20-1211-2**

Page No.	Bracketed (Variable) Text	Explanation of Variability/Range of Variables
1	Company Addresses & Toll-Free Telephone Numbers	Current information shown. In the event of a change in the company address, internet address and/or toll-free telephone numbers, the new information will be shown, accordingly.
1	Lifetime withdrawal age	The age upon which lifetime withdrawal benefits will be afforded may change for future issues of the above referenced rider. The range will be between 50 and 65 years old.
2	Annual Charge Percentage	The annual charge percentage may change for new issues of the above referenced rider. The current annual charge percentage is 0.65%. Any change in the annual charge percentage will not exceed a maximum annual charge percentage of 1.50%.
2	Withdrawal Percentage Table	The age and corresponding withdrawal percentage amounts may change in the future. The age range is 1 to 100 and the withdrawal percentage range is 3.0% to 9.0%
2	Lifetime withdrawal age	The age upon which lifetime withdrawal benefits will be afforded may change for future issues of the above referenced rider. The range will be between 50 and 65 years old.
4	Eligibility	The maximum issue age may change for future issues of the rider. The range will be between 75 years and 85 years.
4	Annual Charge	The annual charge percentage may change for new issues of the above referenced rider. The current annual charge percentage is 0.65%. Any change in the annual charge percentage will not exceed a maximum annual charge percentage of 1.50%.
5	Annual Credit	The annual credit percentage may change for new issues of the above referenced rider. The current annual credit percentage is 8.0% and the range is 5.0% to 10.0%.
6	Withdrawal Percentage Table	The age and corresponding withdrawal percentage amounts may change in the future. The age range is 1 to 100 and the withdrawal percentage range is 3.0% to 9.0%
6	Lifetime withdrawal age	The age upon which lifetime withdrawal benefits will be afforded may change for future issues of the above referenced rider. The range will be between 50 and 65 years old.
6	Lifetime withdrawal age	The age upon which lifetime withdrawal benefits will be afforded may change for future issues of the above referenced rider. The range will be between 50 and 65 years old.
7	Withdrawals to Satisfy Required Minimum Distributions	The age upon which lifetime withdrawal benefits will be afforded may change for future issues of the above referenced rider. The range will be between 50 and 65 years old.
7	Depletion of Contract Value	The age upon which lifetime withdrawal benefits will be afforded may change for future issues of the above referenced rider. The range will be between 50 and 65 years old.
7	Automatic Reset – Opt-Out Election	The number of days following a Contract Anniversary during which an Owner may opt-out of an automatic reset may change for future issues of the above referenced rider. The range will be between 30 and 90 days.
8	Owner Elected Resets (Non-Automatic)	The number of days following a Contract Anniversary during which an Owner may reset may change for future issues of the above referenced rider. The range will be between 30 and 90 days.
9	Termination of Rider	The age upon which lifetime withdrawal benefits will be afforded may change for future issues of the above referenced rider. The range will be between 50 and 65 years old.
9	Rider Effective Date	The Rider Effective Date is either the Contract Date for new applications or the Contract Anniversary for in-force contract owners purchasing the rider after the Contract Date.
9	Company Officer's Signatures and Titles	In the event of a change in company officers, the new company officer's signature and title will be shown.

### PURCHASE PAYMENTS

- Multiple purchase payments and 1035 exchange/transfer requests (with application).
- Additional purchase payments are permitted within the first 60 days of contract issue, up to a maximum of \$100,000.

Minimum: \$25,000 (nonqualified and qualified).

Maximum: Total purchase payments greater than \$1 million require home-office approval.

### AGE GUIDELINES

Maximum Annuitant/Owner Issue Age: 85

Maximum Annuitization Age: 95

### INITIAL INTEREST RATE GUARANTEED PERIODS

#### For Interest Crediting Options

You can choose one of three initial guaranteed periods (6-year, 8-year, or 10-year).

- Set at contract issue.
- Initial interest rates and caps guaranteed for the length of the withdrawal charge period chosen.

After the initial interest rate guaranteed period expires, renewal interest rates and caps will be declared on each contract anniversary. The renewal rates and caps will never be less than the minimums stated in the contract.

#### Withdrawal Charges & Fees

(All guaranteed periods may not be available in all states or offered through all firms.)

#### **6-year**

Contract years	1	2	3	4	5	6
Charge per withdrawal	9%	8%	8%	7%	6%	4%

#### **8-year**

Contract years	1	2	3	4	5	6	7	8
Charge per withdrawal	9%	8%	8%	7%	6%	4%	4%	3%

#### **10-year**

Contract years	1	2	3	4	5	6	7	8	9	10
Charge per withdrawal	9%	8%	8%	7%	6%	4%	4%	3%	2%	1%

**Annual Contract Fee:** None



**PACIFIC LIFE**

Insurance products are issued by Pacific Life Insurance Company in all states except New York and in New York by Pacific Life & Annuity Company. Product availability and features may vary by state.

No bank guarantee	Not a deposit	May lose value	Not FDIC/NCUA insured	Not insured by any federal government agency
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## CREDIT ENHANCEMENT

The credit immediately applied to the contract value is a percentage of the purchase payment, which may vary by the withdrawal charge period selected. The credit enhancement is not counted as a purchase payment, will not be returned under the free-look provision, and is treated as earnings for tax purposes.

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## INTEREST CREDITING OPTIONS

You can allocate among one or more options.

- Fixed Account Option
  - Six Index-linked Options
- 

## FIXED ACCOUNT OPTION

- Interest credited daily.
  - The initial rate is guaranteed for the length of the initial interest rate guaranteed period.
  - The renewal rate will never be lower than the minimum guaranteed interest rate stated in the contract.
- 

## INDEX-LINKED OPTIONS

Interest may be credited at the end of an index term depending on the amount of change in an index price.

The initial interest rates and caps will depend on the withdrawal charge period chosen and the total of all purchase payments received. The index-linked breakpoints are:

- Less than \$100,000
- \$100,000 and more

Six Indexed-linked Options are available.

### S&P 500® Index

- 1-year Point-to-Point Option
- 2-year Point-to-Point Option
- Declared Index Interest Option

### MSCI All Country World Index (ACWI®)

- 1-year Point-to-Point Option
  - 2-year Point-to-Point Option
  - Declared Index Interest Option
- 

## TRANSFERS

- Effective on contract anniversary.
  - Transfer the value from the Fixed Account Option and expired index terms to any available Index-linked Option or the Fixed Account Option.
  - Can be requested up to 30 days after the contract anniversary.
  - Transfer cannot be made to or out of an active 2-year Point-to-Point Option.
- 

## GUARANTEED MINIMUM SURRENDER VALUE

Purchase payments are accumulated at a fixed interest rate, which is set at contract issue, minus prior withdrawals and applicable withdrawal charges. The surrender value is guaranteed for the life of the contract, but excludes the credit enhancement.

Minimum value applies at:

- Full withdrawal (withdrawal charges apply.)
- Death.
- Annuitization.

## WITHDRAWALS

### Market Value Adjustments (MVAs)

Withdrawal and income payouts before the end of the withdrawal charge period in excess of 10% of the prior anniversary's contract value (10% of purchase payments in the first year) will be subject to an MVA (in addition to any applicable withdrawal charges), so you should carefully consider your income needs before you purchase a contract.

The MVA is based on a formula designed to respond to interest-rate movements. As a general rule, if interest rates have stayed the same or risen since the beginning of your existing guaranteed term, the MVA can reduce the amount withdrawn. If interest rates have fallen, the MVA can increase the amount withdrawn, up to a specified maximum. In no event will the MVA cause the withdrawal amount to be less than your guaranteed minimum surrender value.

There is no MVA assessed on withdrawals made after the withdrawal charge period has expired.

### Withdrawals without Charge

10% of the previous anniversary contract value is available each year for withdrawals with no withdrawal charge or MVA. In the first year, 10% of the total purchase payments are available for withdrawal with no withdrawal charge or MVA 30 days after issue.

In addition, withdrawal charges and the MVA will be waived for:

- Required minimum distribution (RMD) withdrawals (only if calculated by Pacific Life).
- Withdrawals after the first contract year if you are diagnosed with a terminal illness (life expectancy of 12 months or fewer).
- Withdrawals after 90 days of contract issue, if you are confined to an accredited nursing home for 30 days or more, as long as the confinement to a nursing home began after the contract was issued.
- Death benefit proceeds.
- Income payments. (These payments are available after the first contract year. An MVA may apply.)

Note: For Index-linked Options, no interest is earned or credited on amounts withdrawn prior to the end of an index term.

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## GUARANTEED PAYOUT OPTIONS

- Equal to the greater of the contract value or the guaranteed minimum surrender value.
- Pro rata index-linked interest is credited to the contract value upon annuitization or death.
- Available one year after contract issue.

Payout options available:

- Life Only.
- Life with Period Certain (5–30 years).
- Joint and Survivor Life.
- Period Certain Only (10–30 years). Other periods may be available.

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## DEATH BENEFIT

A death benefit equal to the greater of the contract value or the guaranteed minimum surrender value is paid upon the death of the first owner or last annuitant. If the death benefit is payable in the first year, the credit enhancement will be recaptured on a proportional basis (except in Connecticut). Pro rata index-linked interest is credited to the contract value upon death.

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## OPTIONAL BENEFIT

An optional withdrawal benefit may be available. Speak to your financial professional for more information.

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This material is not intended to be used, nor can it be used by any taxpayer, for the purpose of avoiding U.S. federal, state, or local tax penalties. This material is written to support the promotion or marketing of the transaction(s) or matter(s) addressed by this material. Pacific Life, its distributors, and respective representatives do not provide tax, accounting, or legal advice. Any taxpayer should seek advice based on the taxpayer's particular circumstances from an independent tax advisor.

Annuity withdrawals and other distributions of taxable amounts, including death benefit payouts, will be subject to ordinary income tax. If withdrawals and other distributions are taken prior to age 59½, a 10% federal tax penalty may apply. A withdrawal charge and a market value adjustment (MVA) also may apply.

IRAs and qualified plans—such as 401(k)s and 403(b)s—are already tax-deferred. Therefore, a deferred annuity should be used only to fund an IRA or qualified plan to benefit from the annuity's features other than tax deferral. These include lifetime income and death benefit options.

No guaranteed rate will be less than the minimum guaranteed rate stated in the contract. Pacific Life determines, at its discretion, interest rates in excess of the stated minimum guarantee in the contract.

“Standard & Poor's®,” “Standard & Poor's 500™,” and “S&P 500®” are trademarks of Standard & Poor's Financial Services LLC and have been licensed for use by Pacific Life Insurance Company. The annuity is not sponsored, endorsed, sold, or promoted by Standard & Poor's, and Standard & Poor's makes no representation regarding the advisability of purchasing an annuity. For more information regarding the criteria for index additions and removals, please visit [www.standardandpoors.com](http://www.standardandpoors.com).

The Product and its MSCI ACWI® Index-Linked Options referred to herein is not sponsored, endorsed, or promoted by MSCI, and MSCI bears no liability with respect to any such Products or any index on which such products are based. The Policy Contract contains a more detailed description of the limited relationship MSCI has with Pacific Life Insurance Company and any related products.

Indices are unmanaged and not available for direct investment, and do not include the reinvestment of dividends.

Not all products are available in all firms. Pacific Index Choice is not available in New York.

Pacific Life refers to Pacific Life Insurance Company and its affiliates, including Pacific Life & Annuity Company. Insurance products are issued by Pacific Life Insurance Company in all states except New York and in New York by Pacific Life & Annuity Company. Product availability and features may vary by state. Each company is solely responsible for the financial obligations accruing under the products it issues. Insurance product and guarantees are backed by the financial strength and claims-paying ability of the issuing company.

Fixed annuities issued by Pacific Life are available through licensed, independent third parties.

Producer's name & firm:

State insurance license number:

Contract Form Series: 30-1209

Rider Series: 20-1210, 20-1211

90002-11A

Exp. 10/13

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Mailing address:

Pacific Life Insurance Company  
P.O. Box 2378, Omaha, NE 68103-2378  
(800) 722-4448 • [www.PacificLife.com](http://www.PacificLife.com)



**PACIFIC LIFE**



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**CONTRACT SUMMARY**  
Pacific Index Choice Annuity Disclosure  
Contract Form Series 30-1209  
Enhanced Lifetime Income Benefit Disclosure  
Rider Form Series 20-1210 & 20-1211

This document reviews important information for you to consider before purchasing the Pacific Index Choice fixed annuity. Please read this information carefully. **This summary is not a contract and is not part of your contract with Pacific Life.**

Pacific Index Choice is an individual limited premium deferred fixed annuity contract, with fixed and index-linked interest options, market value adjustment, and a credit enhancement feature.

- It is a limited premium contract, which means that premiums are accepted for sixty days after the contract is issued
- It is a fixed annuity with fixed and index-linked interest options, which means you can choose from interest crediting options that:
  - Earn interest at a specified interest rate during a guaranteed period, and/or
  - Earn interest based on the performance of a given stock market index, including a domestic index and/or an international index
- This contract is deferred which means annuity payments do not begin until some future date

You can use an annuity to save money for retirement and to receive income for life. An annuity is not meant to be used to meet short-term financial goals. Although the contract values may be affected by an external index, the contract does not directly participate in any stock or equity investments.

## The Annuity Contract

You can establish this contract with an initial purchase payment of at least \$25,000. Subsequent purchase payments are limited to \$100,000 without home office approval. The maximum purchase payment is \$1,000,000 without home office approval. You may make additional purchase payments within the first sixty days after the contract is issued. The maximum issue age is [85].

You can choose one of three initial guarantee periods: 6-year, 8-year, or 10-year. Interest rates and interest rate caps will vary depending on the contract's initial guarantee period. Contact Pacific Life for available guarantee periods and rates.

You can choose to allocate your purchase payment among a fixed account option and/or index-linked options. You can change your allocations up to 30 days after your contract anniversary, and allocation changes (transfers) will be effective on your contract anniversary. Transfers into or out of an index-linked option can only be made at the end of an index term, and transfers into or out of the fixed account option can be made on each contract anniversary.

### Fixed Account Option

The amount of your purchase payment allocated to the fixed account option will earn interest at a rate in effect for the initial guarantee period. Interest is credited daily. The rate you earn depends on the initial guarantee period you choose and the current interest rate environment. Contact Pacific Life for available rates.

At the end of the initial guarantee period, and on all subsequent contract anniversaries, a new guarantee period begins. Each guarantee period will be for a one-year term. A new guaranteed rate is declared by Pacific Life for a one-year term and the new guaranteed rate depends on the current interest rate environment. The new guaranteed rate will never be less than your contract's guaranteed minimum interest rate. Your contract's guaranteed minimum interest rate is determined at issue and can range between 1% and 3%. Pacific Life determines interest rates in excess of your contract's guaranteed minimum interest rate.

### Index-Linked Options

The amount of your purchase payment allocated to any indexed-linked options may earn interest based on the performance of the [S&P 500® or the MSCI All Country World Index (ACWI®)]. If an index is discontinued or if the calculation of the index is substantially changed, we will substitute an alternative Index, subject to regulatory approval, and notify you in writing. This interest is not guaranteed, and while the contract values may be affected by the performance of an external index, the contract does not directly participate in any stock or equity investments. You may







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Enhanced Lifetime Income Benefit Disclosure  
Rider Form Series 20-1210 & 20-1211

receive higher interest rate caps and declared index interest rates for the initial guarantee period based on higher purchase payments, according to the following breakpoints:

- \$25,000 - \$99,999
- \$100,000 and more

The cumulative amount of purchase payments, plus credit enhancements, plus fixed account interest, less withdrawals, during the first contract year will be used to determine which breakpoint will apply to the contract for the length of the initial guarantee period. At the end of the initial guarantee period, new interest rates and interest rate caps may be declared on subsequent Contract Anniversaries. The rates you receive will be based on your contract value and breakpoints above. The new guaranteed caps and rates will never be less than your contract's guaranteed minimum caps and rates.

Index-linked interest will be credited to the contract value on a prorated basis to the date the contract is converted to an income annuity or to the date a death benefit is payable, unless the surviving spouse of the deceased owner elects to continue the contract. Please see the **Death of Owner Distribution Rules** provision in your contract for further information.

The index-linked options available include:

- [1 year point-to-point – S&P 500<sup>®</sup> index
- 1 year point-to-point – MSCI ACWI<sup>®</sup> index
- 2 year point-to-point – S&P 500<sup>®</sup> index
- 2 year point-to-point – MSCI ACWI<sup>®</sup> index
- Declared index interest option – S&P 500<sup>®</sup> index
- Declared index interest option – MSCI ACWI<sup>®</sup> index]

#### Point-to-Point Options

Interest may be credited at the end of a 1-year or 2-year point-to-point index term up to a certain interest rate limit, or cap, depending on the performance of the index during that index term. If the index performance is positive, index-linked interest is credited to your option based on the index return, not to exceed the cap. If the performance of the index is negative or zero, no indexed-linked interest is credited.

#### Declared Index Interest Option

Interest may be credited at the end of the index term, depending on the performance of the index during that index term. If the performance of the index is positive or zero, index-linked interest is credited to your option based on the declared interest rate. If the performance of the index over that index term is negative, no index-linked interest is credited.

#### Credit Enhancement

Pacific Life will add an additional amount to your contract value at the time each purchase payment is applied. This additional amount is known as a credit enhancement. Since it is added to the contract value when the purchase payment is applied, it will be included in any interest crediting calculations. The credit enhancement is equal to a percentage of the purchase payment and can range between 0.25% and 5.0%, and is shown on your contract's Specifications Page. The credit enhancement will not be included in any amounts returned to you if you cancel the contract pursuant to a free look provision. Additionally, the credit enhancement will not be included in any death benefit amount if you or the annuitant dies in the first contract year (excluding contracts issued in Connecticut).





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### Withdrawals & Charges

You may make partial or full withdrawals from the contract. Withdrawals may be taken 30 days after the contract effective date and before any annuity payments begin. The minimum amount that may be withdrawn is \$500 and the contract value remaining after the withdrawal must not be less than \$1,000. If after a withdrawal the value is ever less than \$1,000, Pacific Life may terminate the contract and pay you at least the contract's Guaranteed Minimum Surrender Value.

Pacific Index Choice allows you, at issue, to select one of three initial guarantee periods, which correspond to the length of the withdrawal charge period. Your withdrawal charge period cannot be changed. The withdrawal charge schedules are as follows:

	Policy Year										
	1	2	3	4	5	6	7	8	9	10	11 and later
6-Year Schedule	9%	8%	8%	7%	6%	4%	0%	0%	0%	0%	0%
8-Year Schedule	9%	8%	8%	7%	6%	4%	4%	3%	0%	0%	0%
10-Year Schedule	9%	8%	8%	7%	6%	4%	4%	3%	2%	1%	0%

Any withdrawal taken before the end of the corresponding schedule may be subject to a withdrawal charge (also known as a surrender charge) and Market Value Adjustment. The withdrawal charge is equal to a percentage of the amount withdrawn based on the contract year of withdrawal. Here is how the withdrawal charge is calculated:

*Example: If you withdraw an additional \$5,000\* from your annuity in the fifth contract year, your withdrawal charge is \$5,000 x 6% = \$300.*

*\*The \$5,000 does not qualify as a "Free Withdrawal" as described below.*

No indexed-linked interest is credited to any amount withdrawn from an index-linked option or if the contract is terminated prior to the end of an index term.

**Free Withdrawals:** You may withdraw a certain amount each contract year without withdrawal charges and Market Value Adjustment. In the first contract year, you may withdraw up to 10% of the total purchase payments, less withdrawals. For each subsequent contract year, you may withdraw up to 10% of the contract value as of the prior contract anniversary.

**Other Exceptions:** Besides free withdrawal situations, there are other instances in which Pacific Life may waive the withdrawal charge. For example, there is no withdrawal charge on payments made because of your death, or withdrawals after the first contract year due to terminal illness (terminal illness waiver not available in all states), or nursing home confinement (nursing home waiver not available in all states) or withdrawals to meet required minimum distributions for Qualified Contracts as they apply to amounts held under your Contract. Please see the **Contingent Deferred Sales Charge ("Withdrawal Charge")** provision in your contract for further information.

### Guaranteed Minimum Surrender Value

The contract's Guaranteed Minimum Surrender Value ("GMSV") is the minimum value you will receive upon surrender, death, or annuitization. The GMSV equals 100% of Purchase Payments (excluding any credit enhancements), less any prior partial withdrawals and applicable withdrawal charges, accumulated with interest of 1% to 3%, less applicable withdrawal charges.





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### Market Value Adjustment (MVA)

An MVA is an amount that may be added to or subtracted from the amount you receive from withdrawals that are made prior to the end of the withdrawal charge period. The MVA is in addition to any applicable surrender charges and is applied to the gross withdrawal amount prior to the deduction of any applicable surrender charges and charges for premium taxes and/or other taxes. As a general rule, if interest rates have stayed the same or risen since the beginning of your existing guaranteed term, the MVA can reduce the amount withdrawn. If interest rates have fallen, the MVA can increase the amount withdrawn, up to a specified maximum. If the contract is fully surrendered, the MVA will never cause the withdrawal amount to be less than the contract's Guaranteed Minimum Surrender Value. Please see the **Market Value Adjustment** provision in your contract for the formula in calculating the MVA.

**Exceptions:** Pacific Life may waive the MVA in some cases. For example, there is no MVA on free withdrawal situations, payments made because of your death, or withdrawals after the first contract year due to terminal illness (terminal illness waiver not available in all states), or nursing home confinement (nursing home waiver not available in all states) or withdrawals to meet required minimum distributions for Qualified Contracts as they apply to amounts held under your Contract. Please see the **Waiver of MVA** provision in your contract for further information.

### Annuitization

You may convert the greater of your contract value or the Guaranteed Minimum Surrender Value into an income annuity with Pacific Life at any time after the first contract year. You will then start to get income from your annuity according to the payout option you choose. If you do not choose a date to start income payments, the date will be the younger annuitant's 95<sup>th</sup> birthday. The current payout options are:

- Life Only – Guarantees income for as long as the annuitant lives.
- Life with Period Certain – Guarantees income for as long as the annuitant lives. If the annuitant dies during the "specified period" (usually 5-30 years), it pays income to you (or a beneficiary, if applicable) for the remainder of the specified period.
- Joint and Survivor Life – Guarantees income for as long as the annuitant and secondary annuitant live.
- Period Certain Only – Guarantees income for a specified period (usually 10-30 years).

For qualified contracts, any period certain or life with period certain option selected cannot exceed the annuitant's life expectancy.

Once you start to receive your annuity income payments, you cannot surrender your contract.

### Death Benefit

Pacific Life will pay the greater of the contract value or Guaranteed Minimum Surrender Value upon your death or the death of the sole surviving annuitant subject to any recapture of credit enhancement amounts if the death occurs in the first contract year.





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### Taxes

The annuity contract is tax-deferred which means you do not pay taxes on the interest it earns until the money is paid to you.

When you make withdrawals and take other distributions, you pay ordinary income taxes. Federal law may impose an additional 10% tax penalty on certain distributions before the owner attains age 59 ½. **Please consult with a tax advisor.**

Buying an annuity within an IRA or other qualified plan does not give you any additional tax benefits. Choose your annuity based on its other features and benefits as well as its risks and costs, not its tax benefits.

You may also be subject to premium tax, depending on your state of residence. The amount of any premium tax imposed on Pacific Life relating to the contract will be deducted in accordance with our then current practice and any applicable jurisdictional law regarding premium taxes.

If premium tax rates change under laws of the jurisdiction in which you reside, the applicable premium tax may also change. If you change the jurisdiction in which you reside, the premium tax may or may not apply.

### Other Information

Pacific Life may change your annuity contract from time to time to follow federal or state laws and regulations and will tell you about the changes in writing.

Many states have laws that give you a set number of days to look at an annuity contract after you buy it. If you decide during that time that you do not want it, you can return the contract and get all your money back. Read your contract's **Right to Cancel** provision on the cover page to learn more about your free look period.

Pacific Life pays the registered representative/producer or the registered representative's/producer's third party selling firm for selling the contract to you.

**CONTINUED ON NEXT PAGE**





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Enhanced Lifetime Income Benefit Disclosure  
Rider Form Series 20-1210 & 20-1211

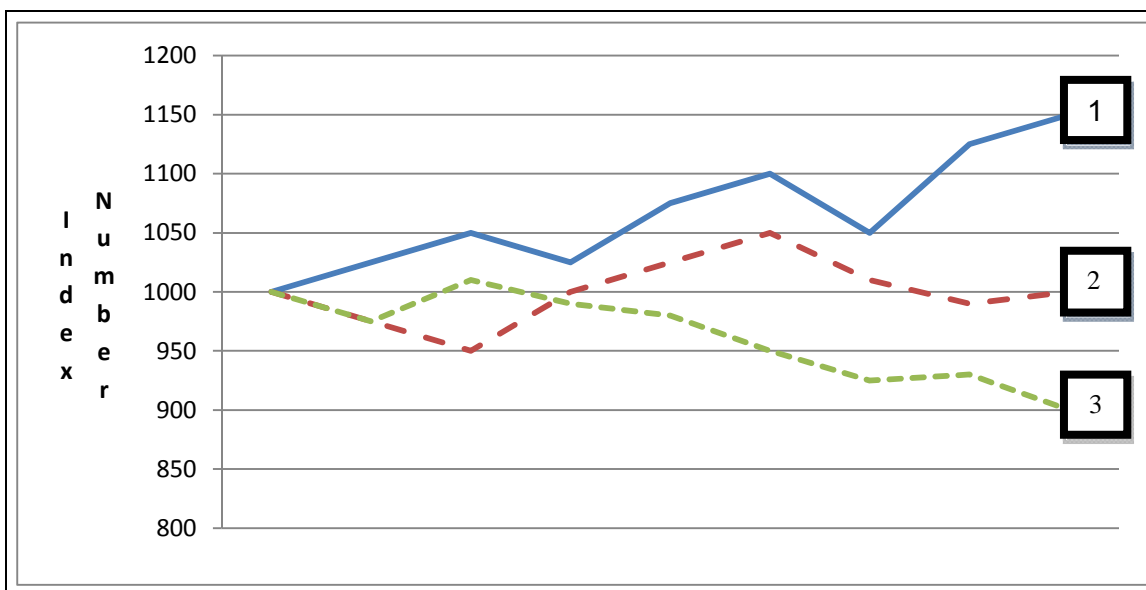
### Hypothetical Illustrations

#### Declared Index Interest Option Hypothetical

The graph below shows how index interest is credited for the Declared Index Interest Option. The graph has three scenarios showing hypothetical index performance over a one-year period.

For this example:

- The beginning contract value is \$100,000
- The declared index interest rate is 5%
- The beginning index number is 1000
- The index term is 1 year
- Index interest is credited at the end of the index term



Scenario	Starting Index Value	Ending Index Value	Index Change	Declared Index Interest Rate	Interest Credited	Beginning Contract Value	Ending Contract Value
1	1000	1150	15%	5%	5%	\$100,000	\$105,000
2	1000	1000	0%	5%	5%	\$100,000	\$105,000
3	1000	900	-10%	5%	0%	\$100,000	\$100,000

***Illustrated Values are not guaranteed as to future performance.***





**PACIFIC LIFE**

Pacific Life Insurance Company  
[P.O. Box 2378 • Omaha, NE 68103-2378  
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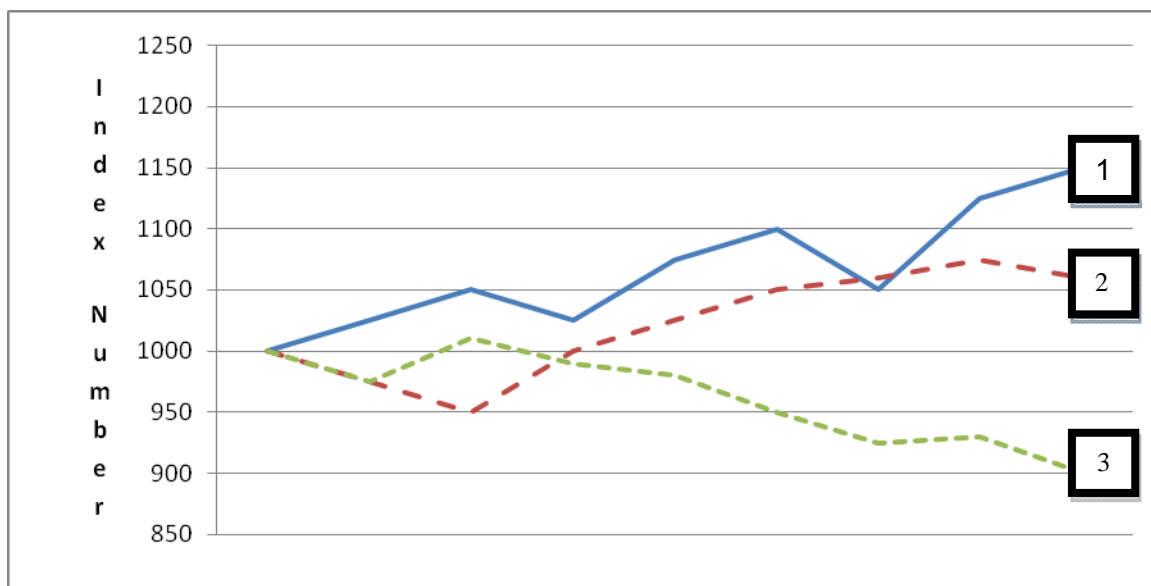
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Rider Form Series 20-1210 & 20-1211

### 1-Year Point-to-Point Index Option Hypothetical

The graph below shows how index interest is credited for the 1 Year Point-to-Point Option. The graph has three scenarios showing hypothetical index performance over a one-year period.

For this example:

- The beginning contract value is \$100,000
- The cap is 8%
- The beginning index number is 1000
- The index term is 1 year
- Index interest is credited at the end of the index term



Scenario	Starting Index Value	Ending Index Value	Index Change	Cap	Interest Credited	Beginning Contract Value	Ending Contract Value
1	1000	1150	15%	6%	6%	\$100,000	\$106,000
2	1000	1050	5%	6%	5%	\$100,000	\$105,000
3	1000	900	-10%	6%	0%	\$100,000	\$100,000

***Illustrated Values are not guaranteed as to future performance.***



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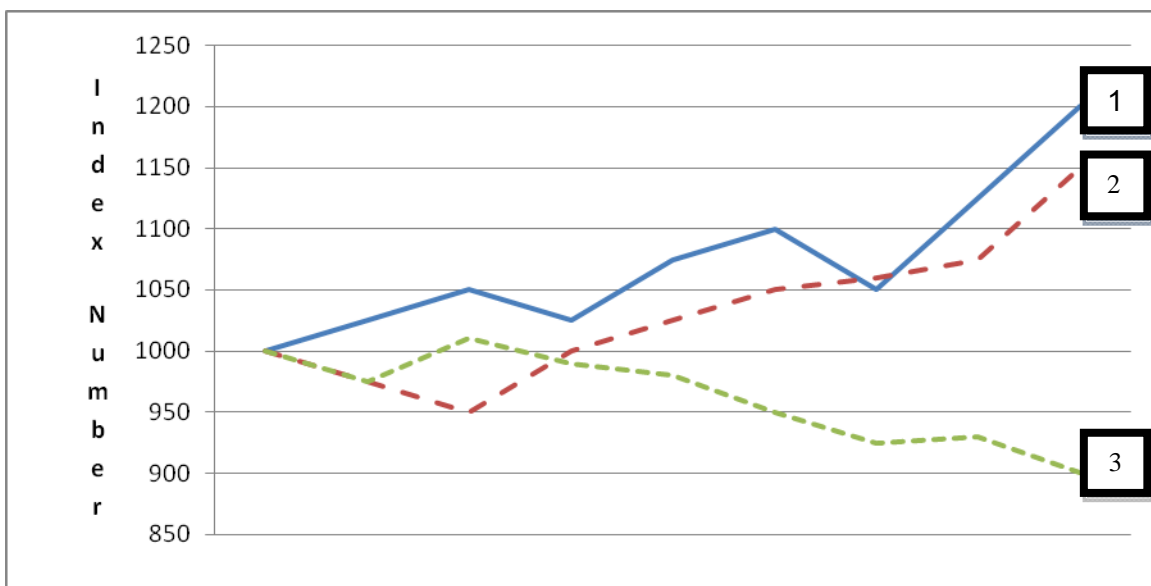
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Rider Form Series 20-1210 & 20-1211

## 2-Year Point-to-Point Index Option Hypothetical

The graph below shows how index interest is credited for the 2 Year Point-to-Point Option. The graph has three scenarios showing hypothetical index performance over a two-year period.

For this example:

- The beginning contract value is \$100,000
- The cap is 18%
- The beginning index number is 1000
- The index term is 2 year
- Index interest is credited at the end of the index term



Scenario	Starting Index Value	Ending Index Value	Index Change	Cap	Interest Credited	Beginning Contract Value	Ending Contract Value
1	1000	1200	20%	13%	13%	\$100,000	\$113,000
2	1000	1100	10%	13%	10%	\$100,000	\$110,000
3	1000	900	-10%	13%	0%	\$100,000	\$100,000

***Illustrated Values are not guaranteed as to future performance.***





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Rider Form Series 20-1210 & 20-1211

### Enhanced Lifetime Income Benefit Rider – Single Life

At contract issue, or on any contract anniversary, you may purchase this optional rider for your contract if you are age [85] or younger. The rider provides additional benefits including:

- Withdrawals for the lifetime of a single individual without annuitizing the contract, provided that these withdrawals begin after a certain age and do not exceed a certain amount annually. This annual amount is known as the protected payment amount.

The protected payment amount is calculated based on a withdrawal percentage. The withdrawal percentage is determined according to the table below based on your age at the time of your first withdrawal after attaining [59½]. The withdrawal percentage is then multiplied by a base amount to determine your protected payment amount. The base amount is your purchase payments if purchased at contract issue or contract value if purchased on a contract anniversary, and is known as your protected payment base. The protected payment base can increase due to annual credits and resets, and can decrease due to withdrawals in excess of the protected payment amount and owner-elected resets.

Age	Withdrawal Percentage
[Before 59½	0.0%
59½ – 64	5.0%
65 – 69	5.0%
70 – 74	6.0%
75 – 79	6.0%
80 – 84	7.0%
85 and older	7.0%]

- Annual credits of [8.0%] are added to the protected payment base, which is used in determining the protected payment amount. Annual credits stop at the earlier of 10 years from the rider effective date or when a withdrawal occurs. NOTE: These annual credits are not interest or earnings, and are not credited to your contract value.
- Provides for automatic resets which could increase the protected payment base and protected payment amount. If your protected payment base is less than the contract value on the anniversary date, the protected payment base will automatically reset to the higher contract value. For an owner-elected reset, the protected payment base is reset to the contract value, and could result in an increase or decrease to the protected payment base. Upon a reset, the period when an [8%] annual credit is added to the protected payment base will restart.

There is an annual fee of [0.65%] associated with this rider. The fee is determined by multiplying the annual charge percentage by the protected payment base. It is deducted from the contract value proportionately from your allocations to the fixed account option and the index-linked options, and will be deducted regardless of whether interest has been credited to the contract in the past contract year. This fee could increase with any resets that occur, not to exceed the maximum fee of 1.50%. You may terminate this rider after one year from the effective date.

This rider may not be available for purchase due to restrictions or state availability.







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### Enhanced Lifetime Income Benefit Rider – Joint Life

At contract issue, or on any contract anniversary, you may purchase this optional rider for your contract if you and your spouse are age [85] or younger. The rider provides additional benefits including:

- Withdrawals for the lifetimes of two persons (who are each other's spouses) without annuitizing the contract, provided that these withdrawals begin after a certain age and do not exceed a certain amount annually. This annual amount is known as the protected payment amount.

The protected payment amount is calculated based on a withdrawal percentage. The withdrawal percentage is determined according to the table below based on the youngest spouse's age at the time of the first withdrawal. The withdrawal percentage is then multiplied by a base amount to determine your protected payment amount. The base amount is your purchase payments if purchased at contract issue or contract value if purchased on a contract anniversary, and is known as your protected benefit base. The protected benefit base can increase due to annual credits and resets, and can decrease due to withdrawals in excess of the protected payment amount and owner-elected resets.

Age	Withdrawal Percentage
[Before 59½	0.0%
59½ – 64	4.5%
65 – 69	4.5%
70 – 74	5.5%
75 – 79	5.5%
80 – 84	6.5%
85 and older	6.5%]

- Annual credits of [8.0%] are added to the protected payment base, which is used in determining the protected payment amount. Annual credits stop at the earlier of 10 years from the rider effective date or when a withdrawal occurs. NOTE: These annual credits are not interest or earnings, and are not credited to your contract value.
- Provides for automatic resets which could increase the protected payment base and protected payment amount. If your protected payment base is lower than the contract value on the anniversary date, the protected payment base will automatically reset to the higher contract value. For an owner-elected reset, the protected payment base is reset to the contract value, and could result in an increase or decrease to the protected payment base. Upon a reset, the period when an [8%] annual credit is added to the protected payment base will restart.

There is an annual fee of [0.65%] associated with this rider. The fee is determined by multiplying the annual charge percentage by the protected payment base. It is deducted from the contract value proportionately from your allocations to the fixed account option and the index-linked options, and will be deducted regardless of whether interest has been credited to the contract in the past contract year. This fee could increase with any resets that occur, not to exceed the maximum fee of 1.50%. You may terminate this rider after one year from the effective date.

This rider may not be available for purchase due to restrictions or state availability.





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### Disclosure and Contact Information

**This summary is not a contract and is not part of your contract with Pacific Life.** For questions regarding this summary, contact your registered representative/producer. If no registered representative/producer is involved, write to us at Pacific Life Insurance Company, [P.O. Box 2378, Omaha, NE 68103-2378] or call Pacific Life customer service at [(800) 722-4448.]

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"Standard & Poor's®", "Standard & Poor's 500™", and "S&P 500®" are trademarks of Standard & Poor's, and have been licensed for use by Pacific Life Insurance Company.

The Product and its MSCI ACWI® Index-Linked Options referred to herein is not sponsored, endorsed, or promoted by MSCI, and MSCI bears no liability with respect to any such Products or any index on which such products are based. The Policy Contract contains a more detailed description of the limited relationship MSCI has with Pacific Life Insurance Company and any related products.]

### Producer/Registered Representative Signature

I hereby certify that a copy of this Contract Summary, in its entirety, was provided to the proposed annuity owner(s) at the time of solicitation.

\_\_\_\_\_  
Applicant's Printed Name

\_\_\_\_\_  
Contract Number if available

\_\_\_\_\_  
Producer/Registered Representative Signature

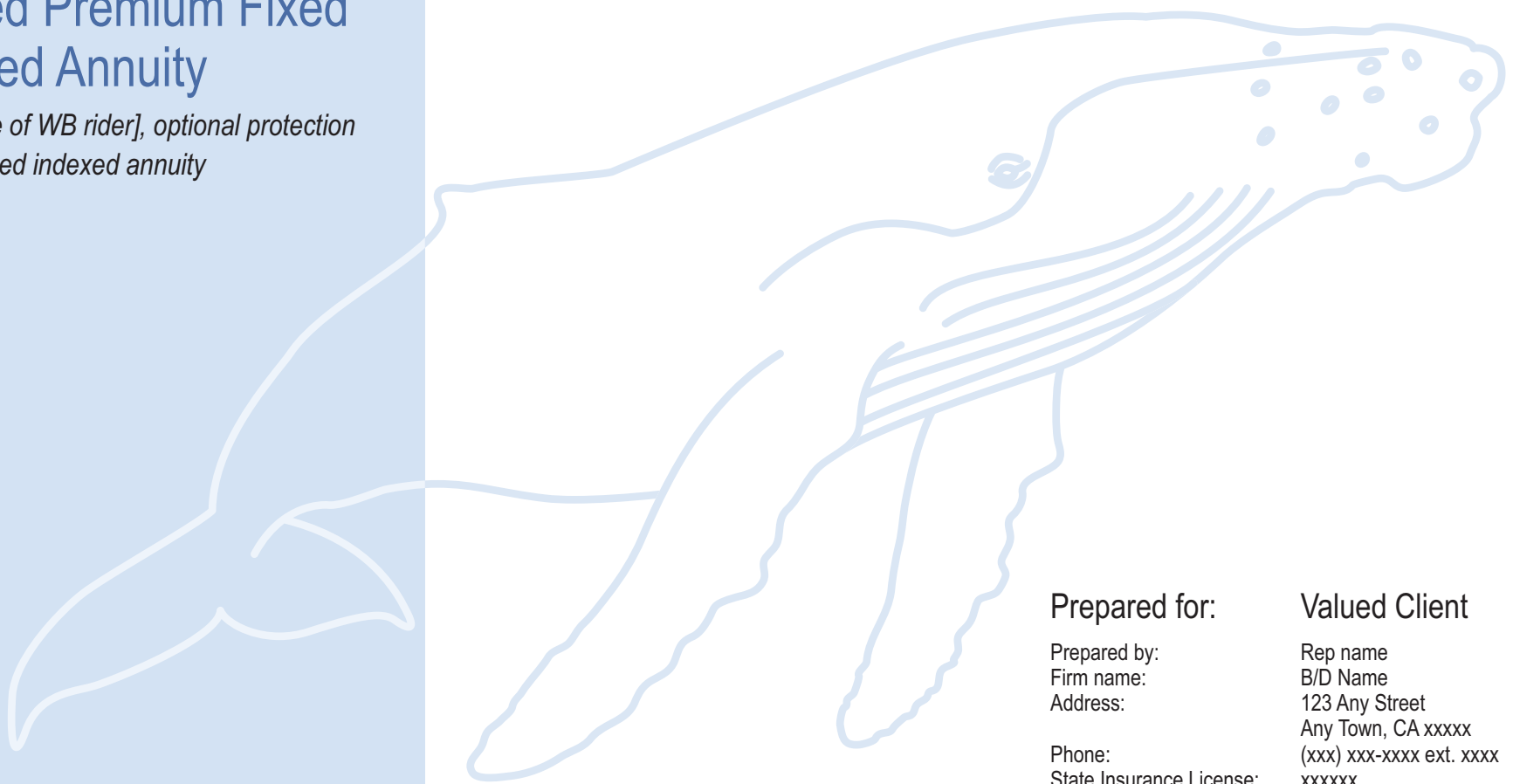
\_\_\_\_\_  
Date





# Pacific Index Choice Limited Premium Fixed Indexed Annuity

with [name of WB rider], optional protection  
for your fixed indexed annuity



Prepared for:	Valued Client
Prepared by:	Rep name
Firm name:	B/D Name
Address:	123 Any Street
	Any Town, CA xxxxx
	(xxx) xxx-xxxx ext. xxxx
Phone:	xxxxxx
State Insurance License:	xx/xx/xxxx
Date prepared:	

## Hypothetical Illustration

### WHY A PACIFIC INDEX CHOICE FIXED INDEXED ANNUITY?

A Fixed Indexed Annuity can be an important part of an overall long term retirement strategy. It provides growth potential with a choice of methods to earn interest, protection from negative market performance, lifetime income options, a guaranteed death benefit to protect your beneficiaries, and the ability to transfer among allocation options tax-free. Pacific Index Choice fixed indexed annuity is not a security and does not participate directly in the stock market or any index, so it is not an investment. It is an insurance product designed to help you prepare for your future.

With Pacific Index Choice, an immediate credit enhancement will be added to your contract value at the time that a purchase payment is made. The credit enhancement is equal to a percentage of your purchase payments. The amount of the credit enhancement will depend on the withdrawal charge period you select. Credit enhancements are not counted as purchase payments and are treated as additional earnings for tax purposes when distributed. If the death benefit is payable in the first year, the credit enhancement will be recaptured on a proportional basis.

You can choose to allocate your purchase payment to any or all of the available interest crediting options, which include 6 Index-Linked Options and a Fixed Account. With an Index-Linked Option, interest may be credited at the end of an index term depending on amount of change in index price. Index-Linked Options vary by index, pricing method and length of index term. With the Fixed Account, interest is guaranteed to be credited every year. On each contract anniversary, you can transfer the value from the Fixed Account and any index terms that have expired into any of the available Index-Linked Options or the Fixed Account.

The initial interest rates and interest rate caps for the Fixed Account and Index-Linked Options are guaranteed for the length of the withdrawal charge period. After the initial guarantee period expires, withdrawal interest rates and caps will be declared by Pacific Life. For the Index-Linked Options, the renewal interest rates and caps will be guaranteed for one index term. For the Fixed Account, the renewal interest rate will be guaranteed for one contract year. The renewal rates and caps will never be lower than the minimums stated in your contract.

**This is an illustration only. An illustration is not intended to predict actual performance. Interest rates, dividends, or values that are set forth in the illustration are not guaranteed, except for those clearly labeled as guaranteed.**

Insurance products are issued by Pacific Life Insurance Company in all states except New York and in New York by Pacific Life & Annuity Company. Product availability and features may vary by state.

### WHY PACIFIC LIFE?

It's essential for you to choose a strong and stable company that can best help you achieve your future income needs. For generations, individuals and their families have relied on the strength of Pacific Life to protect their financial security.

- We are organized under a mutual holding company structure and operate for the benefit of our policyholders and clients.
- We have achieved ongoing recognition for high-quality service standards.
- We offer products that address market environments during all stages of your life.
- We maintain strong financial strength ratings from major independent rating agencies.

Ratings may change. For more information and current financial strength ratings, please visit our Web sites.

## Hypothetical Illustration—Pacific Index Choice Fixed Indexed Annuity

Date of Illustration: 5/1/2011

<b>Owner:</b>	John Doe	<b>Type of Contract:</b>	Non-Qualified	<b>Withdrawal Charge Period:</b>	6 years
<b>Gender/Issue Age/State:</b>	Male/65/CA	<b>Premium Amount:</b>	\$100,000	<b>Initial Guarantee Period:</b>	6 years
<b>Joint Owner:</b>	Jane Doe	<b>Credit Enhancement Amount:</b>	\$1,500	<b>Optional Living Benefit:</b>	Joint Life WB rider
<b>Gender/Issue Age:</b>	Female/60				

This hypothetical illustration is based on the allocation percentages selected and the following rates which are current as of the date of this illustration:

Option	Percentage	Current Rate	Minimum Guaranteed Rate
S&P 500 Index 1 year point-to-point	10%	4.5% cap	2.25% cap
S&P 500 Index 2 year point-to-point	15%	9.5% cap	4.50% cap
S&P 500 Declared Index Interest	10%	4%	2.0%
MSCI ACWI Index 1 year point-to-point	20%	4.5% cap	2.25% cap
MSCI ACWI Index 2 year point-to-point	15%	9.5% cap	4.5% cap
MSCI ACWI Declared Index Interest	10%	4.0%	2.0%
Fixed Account	20%	1.75%	1.0%

The following optional living benefit charge is included in this illustration:

	Current Charge	Maximum Charge
FIA WB (name to come)	0.65%	1.5%

To give you an understanding of how this contract works, this illustration depicts contract values under the following scenarios:

- Hypothetical contract values for the specified time period (1993 - 2010). This is based on historical index performance and applies current rates and the current rider charge.
- Guaranteed minimum contract values for the specified time period (1993 - 2010). This is based on a hypothetical 0% index return each year during the specified time period and the maximum rider charge.

This illustration also includes hypothetical contract values using the following index return scenarios:

- Last 10 years
- Increasing Index Period
- Decreasing Index Period

The hypothetical contract values are calculated based on historical index prices and assume the index/indices will repeat historical performance. They also assume that the annuity's current non-guaranteed elements, such as cap rates and interest rates, will not change. It is likely that the index **will not** repeat historical performance, the non-guaranteed elements **will** change, and actual values will be higher or lower than those in this illustration but will not be less than the minimum guarantees. The values in this illustration are **not** guarantees or even estimates of the amounts you can expect from your annuity. Please review the entire Disclosure Document and Buyer's Guide provided with your Annuity Contract for more detailed information.

**Hypothetical Illustration—Pacific Index Choice Fixed Indexed Annuity**
**Date of Illustration: 5/1/2011**

<b>Owner:</b>	John Doe	<b>Type of Contract:</b>	Non-Qualified	<b>Withdrawal Charge Period:</b>	6 years
<b>Gender/Issue Age/State:</b>	Male/65/CA	<b>Premium Amount:</b>	\$100,000	<b>Initial Guarantee Period:</b>	6 years
<b>Joint Owner:</b>	Jane Doe	<b>Credit Enhancement Amount:</b>	\$1,500	<b>Optional Living Benefit:</b>	Joint Life WB rider
<b>Gender/Issue Age:</b>	Female/60				

**HYPOTHETICAL CONTRACT VALUES**
**Specified Period (1993–2010)**

This chart illustrates values based on historical index performance, current rider charge, and the current rates shown on page 3 of this illustration. These rates are current as of the date of this illustration and are subject to change at any time by Pacific Life. The values shown are not guaranteed; actual results may be higher or lower.

End of Contract Year / Age	Period Ending	Index Return		Withdrawal Amount	Contract Value	Death Benefit	Guaranteed Minimum Surrender Value	Contract Value Growth	[Name of WB]		
		S&P 500	MSCI ACWI						Annual Credit	PPA	PPB
1 / 66	12/1993	7.06%	22.12%	-	\$103,387	\$103,387	\$95,943	1.86%	\$8,000	\$4,860	\$108,000
2 / 67	12/1994	-1.54%	2.85%	-	\$106,321	\$106,321	\$98,666	2.84%	\$8,000	\$5,220	\$116,000
3 / 68	12/1995	34.11%	16.90%	-	\$108,221	\$108,221	\$101,403	1.79%	\$8,000	\$5,580	\$124,000
4 / 69	12/1996	20.26%	10.93%	-	\$113,203	\$113,203	\$107,090	4.60%	\$8,000	\$5,940	\$132,000
5 / 70	12/1997	31.01%	12.93%	-	\$115,174	\$115,174	\$111,028	1.74%	\$8,000	\$6,300	\$140,000
6 / 71	12/1998	26.67%	19.94%	-	\$120,474	\$120,474	\$120,474	4.60%	\$8,000	\$6,660	\$148,000
7 / 72	12/1999	19.53%	25.00%	-	\$122,527	\$122,527	\$122,527	1.70%	\$8,000	\$7,020	\$156,000
8 / 73	12/2000	-10.14%	-15.08%	\$7,020	\$117,236	\$117,236	\$117,236	1.50%	-	\$7,020	\$156,000
9 / 74	12/2001	-13.04%	-17.26%	\$7,020	\$109,561	\$109,561	\$109,561	-0.59%	-	\$7,020	\$156,000
10 / 75	12/2002	-23.37%	-20.51%	\$7,020	\$101,865	\$101,865	\$101,865	-0.66%	-	\$7,020	\$156,000
11 / 76	12/2003	26.38%	31.62%	\$7,020	\$96,207	\$96,207	\$96,207	1.44%	-	\$7,020	\$156,000
12 / 77	12/2004	8.99%	13.30%	\$7,020	\$92,933	\$92,933	\$92,933	4.20%	-	\$7,020	\$156,000
13 / 78	12/2005	3.00%	8.83%	\$7,020	\$86,928	\$86,928	\$86,928	1.18%	-	\$7,020	\$156,000
14 / 79	12/2006	13.62%	18.78%	\$7,020	\$83,135	\$83,135	\$83,135	4.04%	-	\$7,020	\$156,000
15 / 80	12/2007	3.53%	9.64%	\$7,020	\$76,946	\$76,946	\$76,946	1.09%	-	\$7,020	\$156,000
16 / 81	12/2008	-38.49%	-43.54%	\$7,020	\$69,110	\$69,110	\$69,110	-1.17%	-	\$7,020	\$156,000
17 / 82	12/2009	23.45%	31.51%	\$7,020	\$62,672	\$62,672	\$62,672	0.94%	-	\$7,020	\$156,000
18 / 83	12/2010	12.78%	10.42%	\$7,020	\$57,459	\$57,459	\$57,459	3.25%	-	\$7,020	\$156,000
<b>Cumulative:</b>				<b>\$77,220</b>	<b>Average Annual Change %:</b>			<b>1.01%</b>			

**Hypothetical Illustration—Pacific Index Choice Fixed Indexed Annuity**
**Date of Illustration: 5/1/2011**

<b>Owner:</b>	John Doe	<b>Type of Contract:</b>	Non-Qualified	<b>Withdrawal Charge Period:</b>	6 years
<b>Gender/Issue Age/State:</b>	Male/65/CA	<b>Premium Amount:</b>	\$100,000	<b>Initial Guarantee Period:</b>	6 years
<b>Joint Owner:</b>	Jane Doe	<b>Credit Enhancement Amount:</b>	\$1,500	<b>Optional Living Benefit:</b>	Joint Life WB rider
<b>Gender/Issue Age:</b>	Female/60				

**HYPOTHETICAL CREDITING FOR INTEREST CREDITING OPTIONS**
**Specified Period (1993–2010)**

This chart shows the percent of interest credited to each interest crediting option for the Hypothetical Contract Values on page 5. This is based on rates that are current as of the date of this illustration and are subject to change at any time by Pacific Life.

End of Contract Year / Age	Period Ending	Index Return		% credited to each Option						
		S&P 500	MSCI ACWI	S&P 500 1 yr pt to pt	S&P 500 2 yr pt to pt	S&P 500 Declared Index Interest	MSCI ACWI 1 yr pt to pt	MSCI ACWI 2 yr pt to pt	MSCI ACWI Declared Index Interest	Fixed
1 / 66	12/1993	7.06%	22.12%	4.50%	0.00%	4.00%	4.50%	0.00%	4.00%	1.75%
2 / 67	12/1994	-1.54%	2.85%	0.00%	5.41%	0.00%	2.85%	9.50%	4.00%	1.75%
3 / 68	12/1995	34.11%	16.90%	4.50%	0.00%	4.00%	4.50%	0.00%	4.00%	1.75%
4 / 69	12/1996	20.26%	10.93%	4.50%	9.50%	4.00%	4.50%	9.50%	4.00%	1.75%
5 / 70	12/1997	31.01%	12.93%	4.50%	0.00%	4.00%	4.50%	0.00%	4.00%	1.75%
6 / 71	12/1998	26.67%	19.94%	4.50%	9.50%	4.00%	4.50%	9.50%	4.00%	1.75%
7 / 72	12/1999	19.53%	25.00%	4.50%	0.00%	4.00%	4.50%	0.00%	4.00%	1.75%
8 / 73	12/2000	-10.14%	-15.08%	0.00%	7.41%	0.00%	0.00%	6.15%	0.00%	1.75%
9 / 74	12/2001	-13.04%	-17.26%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	1.75%
10 / 75	12/2002	-23.37%	-20.51%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	1.75%
11 / 76	12/2003	26.38%	31.62%	4.50%	0.00%	4.00%	4.50%	0.00%	4.00%	1.75%
12 / 77	12/2004	8.99%	13.30%	4.50%	9.50%	4.00%	4.50%	9.50%	4.00%	1.75%
13 / 78	12/2005	3.00%	8.83%	3.00%	0.00%	4.00%	4.50%	0.00%	4.00%	1.75%
14 / 79	12/2006	13.62%	18.78%	4.50%	9.50%	4.00%	4.50%	9.50%	4.00%	1.75%
15 / 80	12/2007	3.53%	9.64%	3.53%	0.00%	4.00%	4.50%	0.00%	4.00%	1.75%
16 / 81	12/2008	-38.49%	-43.54%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	1.75%
17 / 82	12/2009	23.45%	31.51%	4.50%	0.00%	4.00%	4.50%	0.00%	4.00%	1.75%
18 / 83	12/2010	12.78%	10.42%	4.50%	9.50%	4.00%	4.50%	9.50%	4.00%	1.75%
<b>Average Annual % Credited:</b>				<b>3.11%</b>	<b>3.35%</b>	<b>2.89%</b>	<b>3.41%</b>	<b>3.51%</b>	<b>3.11%</b>	<b>1.75%</b>

**Hypothetical Illustration—Pacific Index Choice Fixed Indexed Annuity**
**Date of Illustration: 5/1/2011**

<b>Owner:</b>	John Doe	<b>Type of Contract:</b>	Non-Qualified	<b>Withdrawal Charge Period:</b>	6 years
<b>Gender/Issue Age/State:</b>	Male/65/CA	<b>Premium Amount:</b>	\$100,000	<b>Initial Guarantee Period:</b>	6 years
<b>Joint Owner:</b>	Jane Doe	<b>Credit Enhancement Amount:</b>	\$1,500	<b>Optional Living Benefit:</b>	Joint Life WB rider
<b>Gender/Issue Age:</b>	Female/60				

**GUARANTEED MINIMUM VALUES**
**Hypothetical 0% Growth Each Year for Specified Period (1993–2010)**

This chart illustrates the guaranteed minimum values assuming no growth each year and the maximum charge for the rider, and the fixed account earning the guaranteed minimum rate after the initial guarantee period expires.

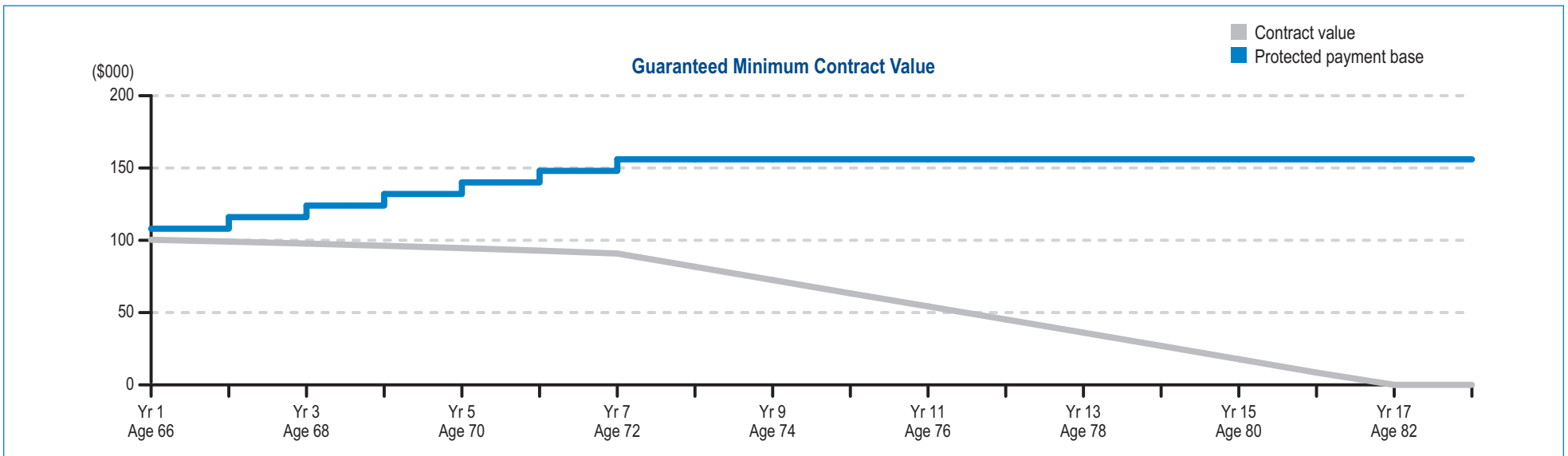
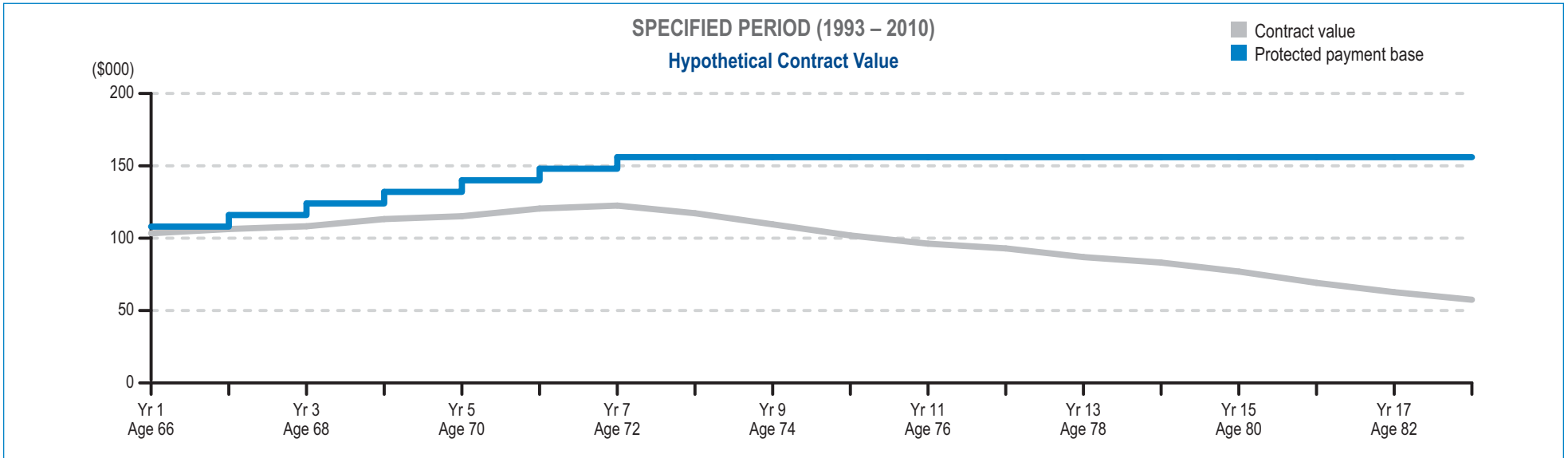
End of Contract Year / Age	Index Return	Withdrawal Amount	Contract Value	Death Benefit	Guaranteed Minimum Surrender Value	[Name of WB]		
						Annual Credit	PPA	PPB
1 / 66	0.00%	-	\$100,355	\$101,100	\$92,901	\$8,000	\$4,860	\$108,000
2 / 67	0.00%	-	\$99,091	\$102,213	\$94,838	\$8,000	\$5,220	\$116,000
3 / 68	0.00%	-	\$97,708	\$103,338	\$95,863	\$8,000	\$5,580	\$124,000
4 / 69	0.00%	-	\$96,205	\$104,476	\$97,846	\$8,000	\$5,940	\$132,000
5 / 70	0.00%	-	\$94,582	\$105,626	\$99,866	\$8,000	\$6,300	\$140,000
6 / 71	0.00%	-	\$92,838	\$106,790	\$102,897	\$8,000	\$6,660	\$148,000
7 / 72	0.00%	-	\$90,833	\$107,968	\$107,968	\$8,000	\$7,020	\$156,000
8 / 73	0.00%	\$7,020	\$81,667	\$102,097	\$102,097	-	\$7,020	\$156,000
9 / 74	0.00%	\$7,020	\$72,485	\$96,161	\$96,161	-	\$7,020	\$156,000
10 / 75	0.00%	\$7,020	\$63,285	\$90,161	\$90,161	-	\$7,020	\$156,000
11 / 76	0.00%	\$7,020	\$54,282	\$84,096	\$84,096	-	\$7,020	\$156,000
12 / 77	0.00%	\$7,020	\$45,228	\$77,964	\$77,964	-	\$7,020	\$156,000
13 / 78	0.00%	\$7,020	\$36,123	\$71,765	\$71,765	-	\$7,020	\$156,000
14 / 79	0.00%	\$7,020	\$26,966	\$65,498	\$65,498	-	\$7,020	\$156,000
15 / 80	0.00%	\$7,020	\$17,756	\$59,162	\$59,162	-	\$7,020	\$156,000
16 / 81	0.00%	\$7,020	\$8,492	\$52,758	\$52,758	-	\$7,020	\$156,000
17 / 82	0.00%	\$52,758	-	-	-	-	\$7,020	\$156,000
18 / 83	0.00%	\$7,020	-	-	-	-	\$7,020	\$156,000
<b>Cumulative:</b>		<b>\$122,958</b>						



# Hypothetical Illustration—Pacific Index Choice Fixed Indexed Annuity

Date of Illustration: 5/1/2011

<b>Owner:</b>	John Doe	<b>Type of Contract:</b>	Non-Qualified	<b>Withdrawal Charge Period:</b>	6 years
<b>Gender/Issue Age/State:</b>	Male/65/CA	<b>Premium Amount:</b>	\$100,000	<b>Initial Guarantee Period:</b>	6 years
<b>Joint Owner:</b>	Jane Doe	<b>Credit Enhancement Amount:</b>	\$1,500	<b>Optional Living Benefit:</b>	Joint Life WB rider
<b>Gender/Issue Age:</b>	Female/60				



**Hypothetical Illustration—Pacific Index Choice Fixed Indexed Annuity**
**Date of Illustration: 5/1/2011**

<b>Owner:</b>	John Doe	<b>Type of Contract:</b>	Non-Qualified	<b>Withdrawal Charge Period:</b>	6 years
<b>Gender/Issue Age/State:</b>	Male/65/CA	<b>Premium Amount:</b>	\$100,000	<b>Initial Guarantee Period:</b>	6 years
<b>Joint Owner:</b>	Jane Doe	<b>Credit Enhancement Amount:</b>	\$1,500	<b>Optional Living Benefit:</b>	Joint Life WB rider
<b>Gender/Issue Age:</b>	Female/60				

**HYPOTHETICAL CONTRACT VALUES**

The following charts illustrate hypothetical contract values based on current rates shown on page 3 of this illustration being applied for the length of the time period shown. These rates are current as of the date of this illustration and are subject to change at any time by Pacific Life. The values shown are not guaranteed; actual results may be higher or lower.

**Last 10 Year Period**

End of Contract Year / Age	Period Ending	Index Return		Withdrawal Amount	Contract Value	Death Benefit	Guaranteed Minimum Surrender Value	Contract Value Growth	[Name of WB]		
		S&P 500	MSCI ACWI						Annual Credit	PPA	PPB
1 / 66	12/2001	-13.04%	-17.26%	-	\$101,205	\$101,205	\$93,918	-0.29%	\$8,000	\$4,860	\$108,000
2 / 67	12/2002	-23.37%	-20.51%	-	\$100,863	\$102,306	\$94,928	-0.34%	\$8,000	\$5,220	\$116,000
3 / 68	12/2003	26.38%	31.62%	-	\$102,625	\$103,432	\$96,910	1.75%	\$8,000	\$5,580	\$124,000
4 / 69	12/2004	8.99%	13.30%	-	\$107,249	\$107,249	\$101,457	4.51%	\$8,000	\$5,940	\$132,000
5 / 70	12/2005	3.00%	8.83%	-	\$108,908	\$108,908	\$104,988	1.55%	\$8,000	\$6,300	\$140,000
6 / 71	12/2006	13.62%	18.78%	-	\$113,810	\$113,810	\$113,810	4.50%	\$8,000	\$6,660	\$148,000
7 / 72	12/2007	3.53%	9.64%	-	\$115,580	\$115,580	\$115,580	1.56%	\$8,000	\$7,020	\$156,000
8 / 73	12/2008	-38.49%	-43.54%	\$7,020	\$107,927	\$107,927	\$107,927	-0.58%	-	-	-
9 / 74	12/2009	23.45%	31.51%	\$7,020	\$102,475	\$102,475	\$102,475	1.55%	-	-	-
10 / 75	12/2010	12.78%	10.42%	\$7,020	\$99,458	\$99,458	\$99,458	4.19%	-	-	-
<b>Cumulative:</b>				<b>\$21,060</b>	<b>Average Annual Change %:</b>			<b>1.82%</b>			

**Hypothetical Crediting for Interest Crediting Options For Last 10 Year Period**

End of Contract Year / Age	Period Ending	Index Return		% credited to each Option						
		S&P 500	MSCI ACWI	S&P 500 1 yr pt to pt	S&P 500 2 yr pt to pt	S&P 500 Declared Index Interest	MSCI ACWI 1 yr pt to pt	MSCI ACWI 2 yr pt to pt	MSCI ACWI Declared Index Interest	Fixed
1 / 66	12/2001	-13.04%	-17.26%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	1.75%
2 / 67	12/2002	-23.37%	-20.51%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	1.75%
3 / 68	12/2003	26.38%	31.62%	4.50%	0.00%	4.00%	4.50%	0.00%	4.00%	1.75%
4 / 69	12/2004	8.99%	13.30%	4.50%	9.50%	4.00%	4.50%	9.50%	4.00%	1.75%
5 / 70	12/2005	3.00%	8.83%	3.00%	0.00%	4.00%	4.50%	0.00%	4.00%	1.75%
6 / 71	12/2006	13.62%	18.78%	4.50%	9.50%	4.00%	4.50%	9.50%	4.00%	1.75%
7 / 72	12/2007	3.53%	9.64%	3.53%	0.00%	4.00%	4.50%	0.00%	4.00%	1.75%
8 / 73	12/2008	-38.49%	-43.54%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	1.75%
9 / 74	12/2009	23.45%	31.51%	4.50%	0.00%	4.00%	4.50%	0.00%	4.00%	1.75%
10 / 75	12/2010	12.78%	10.42%	4.50%	9.50%	4.00%	4.50%	9.50%	4.00%	1.75%
<b>Average Annual % Credited:</b>				<b>3.25%</b>	<b>3.49%</b>	<b>3.00%</b>	<b>3.52%</b>	<b>3.69%</b>	<b>3.00%</b>	<b>1.75%</b>

**Hypothetical Illustration—Pacific Index Choice Fixed Indexed Annuity**
**Date of Illustration: 5/1/2011**

<b>Owner:</b>	John Doe	<b>Type of Contract:</b>	Non-Qualified	<b>Withdrawal Charge Period:</b>	6 years
<b>Gender/Issue Age/State:</b>	Male/65/CA	<b>Premium Amount:</b>	\$100,000	<b>Initial Guarantee Period:</b>	6 years
<b>Joint Owner:</b>	Jane Doe	<b>Credit Enhancement Amount:</b>	\$1,500	<b>Optional Living Benefit:</b>	Joint Life WB rider
<b>Gender/Issue Age:</b>	Female/60				

**INCREASING INDEX PERIOD FOR S&P 500 INDEX**

End of Contract Year / Age	Period Ending	Index Return		Withdrawal Amount	Contract Value	Death Benefit	Guaranteed Minimum Surrender Value	Contract Value Growth	[Name of WB]		
		S&P 500	MSCI ACWI						Annual Credit	PPA	PPB
1 / 66	12/1991	26.31%	16.92%	-	\$103,388	\$103,388	\$95,944	1.86%	\$8,000	\$4,860	\$108,000
2 / 67	12/1992	4.46%	-6.70%	-	\$106,747	\$106,747	\$99,061	3.25%	\$8,000	\$5,220	\$116,000
3 / 68	12/1993	7.06%	22.12%	-	\$108,641	\$108,641	\$101,797	1.77%	\$8,000	\$5,580	\$124,000
4 / 69	12/1994	-1.54%	2.85%	-	\$111,684	\$111,684	\$105,653	2.80%	\$8,000	\$5,940	\$132,000
5 / 70	12/1995	34.11%	16.90%	-	\$113,592	\$113,592	\$109,502	1.71%	\$8,000	\$6,300	\$140,000
6 / 71	12/1996	20.26%	10.93%	-	\$118,820	\$118,820	\$118,820	4.60%	\$8,000	\$6,660	\$148,000
7 / 72	12/1997	31.01%	12.93%	-	\$120,803	\$120,803	\$120,803	1.67%	\$8,000	\$7,020	\$156,000
8 / 73	12/1998	26.67%	19.94%	\$7,020	\$118,965	\$118,965	\$118,965	4.55%	\$156,000	-	-
9 / 74	12/1999	19.53%	25.00%	\$7,020	\$113,733	\$113,733	\$113,733	1.60%	\$156,000	-	-
10 / 75	12/2000	-10.14%	-15.08%	\$7,020	\$108,249	\$108,249	\$108,249	1.44%	\$156,000	-	-
<b>Cumulative:</b>				<b>\$21,060</b>	<b>Average Annual Change %:</b>			<b>2.52%</b>			

**Hypothetical Crediting for Interest Crediting Options**

End of Contract Year / Age	Period Ending	Index Return		% credited to each Option						
		S&P 500	MSCI ACWI	S&P 500 1 yr pt to pt	S&P 500 2 yr pt to pt	S&P 500 Declared Index Interest	MSCI ACWI 1 yr pt to pt	MSCI ACWI 2 yr pt to pt	MSCI ACWI Declared Index Interest	Fixed
1 / 66	12/1991	26.31%	16.92%	4.50%	0.00%	4.00%	4.50%	0.00%	4.00%	1.75%
2 / 67	12/1992	4.46%	-6.70%	4.46%	9.50%	4.00%	0.00%	9.09%	0.00%	1.75%
3 / 68	12/1993	7.06%	22.12%	4.50%	0.00%	4.00%	4.50%	0.00%	4.00%	1.75%
4 / 69	12/1994	-1.54%	2.85%	0.00%	5.41%	0.00%	2.85%	9.50%	4.00%	1.75%
5 / 70	12/1995	34.11%	16.90%	4.50%	0.00%	4.00%	4.50%	0.00%	4.00%	1.75%
6 / 71	12/1996	20.26%	10.93%	4.50%	9.50%	4.00%	4.50%	9.50%	4.00%	1.75%
7 / 72	12/1997	31.01%	12.93%	4.50%	0.00%	4.00%	4.50%	0.00%	4.00%	1.75%
8 / 73	12/1998	26.67%	19.94%	4.50%	9.50%	4.00%	4.50%	9.50%	4.00%	1.75%
9 / 74	12/1999	19.53%	25.00%	4.50%	0.00%	4.00%	4.50%	0.00%	4.00%	1.75%
10 / 75	12/2000	-10.14%	-15.08%	0.00%	7.41%	0.00%	0.00%	6.15%	0.00%	1.75%
<b>Average Annual % Credited:</b>				<b>3.25%</b>	<b>3.49%</b>	<b>3.00%</b>	<b>3.52%</b>	<b>3.69%</b>	<b>3.00%</b>	<b>1.75%</b>

**Hypothetical Illustration—Pacific Index Choice Fixed Indexed Annuity**
**Date of Illustration: 5/1/2011**

<b>Owner:</b>	John Doe	<b>Type of Contract:</b>	Non-Qualified	<b>Withdrawal Charge Period:</b>	6 years
<b>Gender/Issue Age/State:</b>	Male/65/CA	<b>Premium Amount:</b>	\$100,000	<b>Initial Guarantee Period:</b>	6 years
<b>Joint Owner:</b>	Jane Doe	<b>Credit Enhancement Amount:</b>	\$1,500	<b>Optional Living Benefit:</b>	Joint Life WB rider
<b>Gender/Issue Age:</b>	Female/60				

**DECREASING INDEX PERIOD FOR S&P 500 INDEX**

End of Contract Year / Age	Period Ending	Index Return		Withdrawal Amount	Contract Value	Death Benefit	Guaranteed Minimum Surrender Value	Contract Value Growth	[Name of WB]		
		S&P 500	MSCI ACWI						Annual Credit	PPA	PPB
1 / 66	12/1999	19.53%	25.00%	-	\$103,388	\$103,388	\$95,944	1.86%	\$8,000	\$4,860	\$108,000
2 / 67	12/2000	-10.14%	-15.08%	-	\$105,096	\$105,096	\$97,529	1.65%	\$8,000	\$5,220	\$116,000
3 / 68	12/2001	-13.04%	-17.26%	-	\$104,705	\$104,705	\$98,109	-0.37%	\$8,000	\$5,580	\$124,000
4 / 69	12/2002	-23.37%	-20.51%	-	\$104,266	\$104,571	\$98,922	-0.42%	\$8,000	\$5,940	\$132,000
5 / 70	12/2003	26.38%	31.62%	-	\$105,993	\$105,993	\$102,177	1.66%	\$8,000	\$6,300	\$140,000
6 / 71	12/2004	8.99%	13.30%	-	\$110,728	\$110,728	\$110,728	4.47%	\$8,000	\$6,660	\$148,000
7 / 72	12/2005	3.00%	8.83%	-	\$112,347	\$112,347	\$112,347	1.46%	\$8,000	\$7,020	\$156,000
8 / 73	12/2006	13.62%	18.78%	\$7,020	\$109,964	\$109,964	\$109,964	4.40%	\$156,000	-	-
9 / 74	12/2007	3.53%	9.64%	\$7,020	\$104,409	\$104,409	\$104,409	1.42%	\$156,000	-	-
10 / 75	12/2008	-38.49%	-43.54%	\$7,020	\$96,712	\$96,712	\$96,712	-0.69%	\$156,000	-	-
<b>Cumulative:</b>				<b>\$21,060</b>	<b>Average Annual Change %:</b>			<b>1.53%</b>			

**Hypothetical Crediting for Interest Crediting Options**

End of Contract Year / Age	Period Ending	Index Return		% credited to each Option						
		S&P 500	MSCI ACWI	S&P 500 1 yr pt to pt	S&P 500 2 yr pt to pt	S&P 500 Declared Index Interest	MSCI ACWI 1 yr pt to pt	MSCI ACWI 2 yr pt to pt	MSCI ACWI Declared Index Interest	Fixed
1 / 66	12/1999	19.53%	25.00%	4.50%	0.00%	4.00%	4.50%	0.00%	4.00%	1.75%
2 / 67	12/2000	-10.14%	-15.08%	0.00%	7.41%	0.00%	0.00%	6.15%	0.00%	1.75%
3 / 68	12/2001	-13.04%	-17.26%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	1.75%
4 / 69	12/2002	-23.37%	-20.51%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	1.75%
5 / 70	12/2003	26.38%	31.62%	4.50%	0.00%	4.00%	4.50%	0.00%	4.00%	1.75%
6 / 71	12/2004	8.99%	13.30%	4.50%	9.50%	4.00%	4.50%	9.50%	4.00%	1.75%
7 / 72	12/2005	3.00%	8.83%	3.00%	0.00%	4.00%	4.50%	0.00%	4.00%	1.75%
8 / 73	12/2006	13.62%	18.78%	4.50%	9.50%	4.00%	4.50%	9.50%	4.00%	1.75%
9 / 74	12/2007	3.53%	9.64%	3.53%	0.00%	4.00%	4.50%	0.00%	4.00%	1.75%
10 / 75	12/2008	-38.49%	-43.54%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	1.75%
<b>Average Annual % Credited:</b>				<b>3.25%</b>	<b>3.49%</b>	<b>3.00%</b>	<b>3.52%</b>	<b>3.69%</b>	<b>3.00%</b>	<b>1.75%</b>

**Hypothetical Illustration—Pacific Index Choice Fixed Indexed Annuity**
**Date of Illustration: 5/1/2011**

<b>Owner:</b>	John Doe	<b>Type of Contract:</b>	Non-Qualified	<b>Withdrawal Charge Period:</b>	6 years
<b>Gender/Issue Age/State:</b>	Male/65/CA	<b>Premium Amount:</b>	\$100,000	<b>Initial Guarantee Period:</b>	6 years
<b>Joint Owner:</b>	Jane Doe	<b>Credit Enhancement Amount:</b>	\$1,500	<b>Optional Living Benefit:</b>	Joint Life WB rider
<b>Gender/Issue Age:</b>	Female/60				

**INCREASING INDEX PERIOD FOR MSCI ACWI INDEX**

End of Contract Year / Age	Period Ending	Index Return		Withdrawal Amount	Contract Value	Death Benefit	Guaranteed Minimum Surrender Value	Contract Value Growth	[Name of WB]		
		S&P 500	MSCI ACWI						Annual Credit	PPA	PPB
1 / 66	12/1991	26.31%	16.92%	-	\$103,388	\$103,388	\$95,944	1.86%	\$8,000	\$4,860	\$108,000
2 / 67	12/1992	4.46%	-6.70%	-	\$106,747	\$106,747	\$99,061	3.25%	\$8,000	\$5,220	\$116,000
3 / 68	12/1993	7.06%	22.12%	-	\$108,641	\$108,641	\$101,797	1.77%	\$8,000	\$5,580	\$124,000
4 / 69	12/1994	-1.54%	2.85%	-	\$111,684	\$111,684	\$105,653	2.80%	\$8,000	\$5,940	\$132,000
5 / 70	12/1995	34.11%	16.90%	-	\$113,592	\$113,592	\$109,502	1.71%	\$8,000	\$6,300	\$140,000
6 / 71	12/1996	20.26%	10.93%	-	\$118,820	\$118,820	\$118,820	4.60%	\$8,000	\$6,660	\$148,000
7 / 72	12/1997	31.01%	12.93%	-	\$120,803	\$120,803	\$120,803	1.67%	\$8,000	\$7,020	\$156,000
8 / 73	12/1998	26.67%	19.94%	\$7,020	\$118,965	\$118,965	\$118,965	4.55%	\$156,000	-	-
9 / 74	12/1999	19.53%	25.00%	\$7,020	\$113,733	\$113,733	\$113,733	1.60%	\$156,000	-	-
10 / 75	12/2000	-10.14%	-15.08%	\$7,020	\$108,249	\$108,249	\$108,249	1.44%	\$156,000	-	-
<b>Cumulative:</b>				<b>\$21,060</b>	<b>Average Annual Change %:</b>			<b>2.52%</b>			

**Hypothetical Crediting for Interest Crediting Options**

End of Contract Year / Age	Period Ending	Index Return		% credited to each Option						
		S&P 500	MSCI ACWI	S&P 500 1 yr pt to pt	S&P 500 2 yr pt to pt	S&P 500 Declared Index Interest	MSCI ACWI 1 yr pt to pt	MSCI ACWI 2 yr pt to pt	MSCI ACWI Declared Index Interest	Fixed
1 / 66	12/1991	26.31%	16.92%	4.50%	0.00%	4.00%	4.50%	0.00%	4.00%	1.75%
2 / 67	12/1992	4.46%	-6.70%	4.46%	9.50%	4.00%	0.00%	9.09%	0.00%	1.75%
3 / 68	12/1993	7.06%	22.12%	4.50%	0.00%	4.00%	4.50%	0.00%	4.00%	1.75%
4 / 69	12/1994	-1.54%	2.85%	0.00%	5.41%	0.00%	2.85%	9.50%	4.00%	1.75%
5 / 70	12/1995	34.11%	16.90%	4.50%	0.00%	4.00%	4.50%	0.00%	4.00%	1.75%
6 / 71	12/1996	20.26%	10.93%	4.50%	9.50%	4.00%	4.50%	9.50%	4.00%	1.75%
7 / 72	12/1997	31.01%	12.93%	4.50%	0.00%	4.00%	4.50%	0.00%	4.00%	1.75%
8 / 73	12/1998	26.67%	19.94%	4.50%	9.50%	4.00%	4.50%	9.50%	4.00%	1.75%
9 / 74	12/1999	19.53%	25.00%	4.50%	0.00%	4.00%	4.50%	0.00%	4.00%	1.75%
10 / 75	12/2000	-10.14%	-15.08%	0.00%	7.41%	0.00%	0.00%	6.15%	0.00%	1.75%
<b>Average Annual % Credited:</b>				<b>3.25%</b>	<b>3.49%</b>	<b>3.00%</b>	<b>3.52%</b>	<b>3.69%</b>	<b>3.00%</b>	<b>1.75%</b>

**Hypothetical Illustration—Pacific Index Choice Fixed Indexed Annuity**
**Date of Illustration: 5/1/2011**

<b>Owner:</b>	John Doe	<b>Type of Contract:</b>	Non-Qualified	<b>Withdrawal Charge Period:</b>	6 years
<b>Gender/Issue Age/State:</b>	Male/65/CA	<b>Premium Amount:</b>	\$100,000	<b>Initial Guarantee Period:</b>	6 years
<b>Joint Owner:</b>	Jane Doe	<b>Credit Enhancement Amount:</b>	\$1,500	<b>Optional Living Benefit:</b>	Joint Life WB rider
<b>Gender/Issue Age:</b>	Female/60				

**DECREASING INDEX PERIOD FOR MSCI ACWI INDEX**

End of Contract Year / Age	Period Ending	Index Return		Withdrawal Amount	Contract Value	Death Benefit	Guaranteed Minimum Surrender Value	Contract Value Growth	[Name of WB]		
		S&P 500	MSCI ACWI						Annual Credit	PPA	PPB
1 / 66	12/1999	19.53%	25.00%	-	\$103,388	\$103,388	\$95,944	1.86%	\$8,000	\$4,860	\$108,000
2 / 67	12/2000	-10.14%	-15.08%	-	\$105,096	\$105,096	\$97,529	1.65%	\$8,000	\$5,220	\$116,000
3 / 68	12/2001	-13.04%	-17.26%	-	\$104,705	\$104,705	\$98,109	-0.37%	\$8,000	\$5,580	\$124,000
4 / 69	12/2002	-23.37%	-20.51%	-	\$104,266	\$104,571	\$98,922	-0.42%	\$8,000	\$5,940	\$132,000
5 / 70	12/2003	26.38%	31.62%	-	\$105,993	\$105,993	\$102,177	1.66%	\$8,000	\$6,300	\$140,000
6 / 71	12/2004	8.99%	13.30%	-	\$110,728	\$110,728	\$110,728	4.47%	\$8,000	\$6,660	\$148,000
7 / 72	12/2005	3.00%	8.83%	-	\$112,347	\$112,347	\$112,347	1.46%	\$8,000	\$7,020	\$156,000
8 / 73	12/2006	13.62%	18.78%	\$7,020	\$109,964	\$109,964	\$109,964	4.40%	\$156,000	-	-
9 / 74	12/2007	3.53%	9.64%	\$7,020	\$104,409	\$104,409	\$104,409	1.42%	\$156,000	-	-
10 / 75	12/2008	-38.49%	-43.54%	\$7,020	\$96,712	\$96,712	\$96,712	-0.69%	\$156,000	-	-
<b>Cumulative:</b>				<b>\$21,060</b>	<b>Average Annual Change %:</b>			<b>1.53%</b>			

**Hypothetical Crediting for Interest Crediting Options**

End of Contract Year / Age	Period Ending	Index Return		% credited to each Option						
		S&P 500	MSCI ACWI	S&P 500 1 yr pt to pt	S&P 500 2 yr pt to pt	S&P 500 Declared Index Interest	MSCI ACWI 1 yr pt to pt	MSCI ACWI 2 yr pt to pt	MSCI ACWI Declared Index Interest	Fixed
1 / 66	12/1999	19.53%	25.00%	4.50%	0.00%	4.00%	4.50%	0.00%	4.00%	1.75%
2 / 67	12/2000	-10.14%	-15.08%	0.00%	7.41%	0.00%	0.00%	6.15%	0.00%	1.75%
3 / 68	12/2001	-13.04%	-17.26%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	1.75%
4 / 69	12/2002	-23.37%	-20.51%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	1.75%
5 / 70	12/2003	26.38%	31.62%	4.50%	0.00%	4.00%	4.50%	0.00%	4.00%	1.75%
6 / 71	12/2004	8.99%	13.30%	4.50%	9.50%	4.00%	4.50%	9.50%	4.00%	1.75%
7 / 72	12/2005	3.00%	8.83%	3.00%	0.00%	4.00%	4.50%	0.00%	4.00%	1.75%
8 / 73	12/2006	13.62%	18.78%	4.50%	9.50%	4.00%	4.50%	9.50%	4.00%	1.75%
9 / 74	12/2007	3.53%	9.64%	3.53%	0.00%	4.00%	4.50%	0.00%	4.00%	1.75%
10 / 75	12/2008	-38.49%	-43.54%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	1.75%
<b>Average Annual % Credited:</b>				<b>3.25%</b>	<b>3.49%</b>	<b>3.00%</b>	<b>3.52%</b>	<b>3.69%</b>	<b>3.00%</b>	<b>1.75%</b>

**Hypothetical Illustration—Pacific Index Choice Fixed Indexed Annuity**
**Date of Illustration: 5/1/2011**

<b>Owner:</b>	John Doe	<b>Type of Contract:</b>	Non-Qualified	<b>Withdrawal Charge Period:</b>	6 years
<b>Gender/Issue Age/State:</b>	Male/65/CA	<b>Premium Amount:</b>	\$100,000	<b>Initial Guarantee Period:</b>	6 years
<b>Joint Owner:</b>	Jane Doe	<b>Credit Enhancement Amount:</b>	\$1,500	<b>Optional Living Benefit:</b>	Joint Life WB rider
<b>Gender/Issue Age:</b>	Female/60				

**INCREASING INDEX PERIOD FOR S&P 500 INDEX**

End of Contract Year / Age	Period Ending	Index Return		% credited to each Option			Withdrawal Amount	Contract Value	Death Benefit	Guaranteed Minimum Surrender Value	Contract Value Growth	[Name of WB]		
		S&P 500	MSCI ACWI	S&P 500 1 yr pt to pt	MSCI ACWI 1 yr pt to pt	Fixed						Annual Credit	PPA	PPB
1 / 66	12/1991	26.31%	16.92%	4.50%	4.50%	1.75%	-	\$103,388	\$103,388	\$95,944	1.86%	\$8,000	\$4,860	\$108,000
2 / 67	12/1992	4.46%	-6.70%	4.46%	0.00%	1.75%	-	\$106,747	\$106,747	\$99,061	3.25%	\$8,000	\$5,220	\$116,000
3 / 68	12/1993	7.06%	22.12%	4.50%	4.50%	1.75%	-	\$108,641	\$108,641	\$101,797	1.77%	\$8,000	\$5,580	\$124,000
4 / 69	12/1994	-1.54%	2.85%	0.00%	2.85%	1.75%	-	\$111,684	\$111,684	\$105,653	2.80%	\$8,000	\$5,940	\$132,000
5 / 70	12/1995	34.11%	16.90%	4.50%	4.50%	1.75%	-	\$113,592	\$113,592	\$109,502	1.71%	\$8,000	\$6,300	\$140,000
6 / 71	12/1996	20.26%	10.93%	4.50%	4.50%	1.75%	-	\$118,820	\$118,820	\$118,820	4.60%	\$8,000	\$6,660	\$148,000
7 / 72	12/1997	31.01%	12.93%	4.50%	4.50%	1.75%	-	\$120,803	\$120,803	\$120,803	1.67%	\$8,000	\$7,020	\$156,000
8 / 73	12/1998	26.67%	19.94%	4.50%	4.50%	1.75%	\$7,020	\$118,965	\$118,965	\$118,965	4.55%	-	-	-
9 / 74	12/1999	19.53%	25.00%	4.50%	4.50%	1.75%	\$7,020	\$113,733	\$113,733	\$113,733	1.60%	-	-	-
10 / 75	12/2000	-10.14%	-15.08%	0.00%	0.00%	1.75%	\$7,020	\$108,249	\$108,249	\$108,249	1.44%	-	-	-
		<b>Average Annual % Credited:</b>		<b>3.25%</b>	<b>3.52%</b>	<b>1.75%</b>	<b>\$21,060</b>	<b>Average Annual Change %:</b>		<b>2.52%</b>				

**DECREASING INDEX PERIOD FOR S&P 500 INDEX**

End of Contract Year / Age	Period Ending	Index Return		% credited to each Option			Withdrawal Amount	Contract Value	Death Benefit	Guaranteed Minimum Surrender Value	Contract Value Growth	[Name of WB]		
		S&P 500	MSCI ACWI	S&P 500 1 yr pt to pt	MSCI ACWI 1 yr pt to pt	Fixed						Annual Credit	PPA	PPB
1 / 66	12/1999	19.53%	25.00%	4.50%	4.50%	1.75%	-	\$103,388	\$103,388	\$95,944	1.86%	\$8,000	\$4,860	\$108,000
2 / 67	12/2000	-10.14%	-15.08%	0.00%	0.00%	1.75%	-	\$105,096	\$105,096	\$97,529	1.65%	\$8,000	\$5,220	\$116,000
3 / 68	12/2001	-13.04%	-17.26%	0.00%	0.00%	1.75%	-	\$104,705	\$104,705	\$98,109	-0.37%	\$8,000	\$5,580	\$124,000
4 / 69	12/2002	-23.37%	-20.51%	0.00%	0.00%	1.75%	-	\$104,266	\$104,571	\$98,922	-0.42%	\$8,000	\$5,940	\$132,000
5 / 70	12/2003	26.38%	31.62%	4.50%	4.50%	1.75%	-	\$105,993	\$105,993	\$102,177	1.66%	\$8,000	\$6,300	\$140,000
6 / 71	12/2004	8.99%	13.30%	4.50%	4.50%	1.75%	-	\$110,728	\$110,728	\$110,728	4.47%	\$8,000	\$6,660	\$148,000
7 / 72	12/2005	3.00%	8.83%	3.00%	4.50%	1.75%	-	\$112,347	\$112,347	\$112,347	1.46%	\$8,000	\$7,020	\$156,000
8 / 73	12/2006	13.62%	18.78%	4.50%	4.50%	1.75%	\$7,020	\$109,964	\$109,964	\$109,964	4.40%	\$156,000	-	-
9 / 74	12/2007	3.53%	9.64%	3.53%	4.50%	1.75%	\$7,020	\$104,409	\$104,409	\$104,409	1.42%	\$156,000	-	-
10 / 75	12/2008	-38.49%	-43.54%	0.00%	0.00%	1.75%	\$7,020	\$96,712	\$96,712	\$96,712	-0.69%	\$156,000	-	-
		<b>Average Annual % Credited:</b>		<b>3.25%</b>	<b>3.52%</b>	<b>1.75%</b>	<b>\$21,060</b>	<b>Average Annual Change %:</b>		<b>1.53%</b>				

**Hypothetical Illustration—Pacific Index Choice Fixed Indexed Annuity**
**Date of Illustration: 5/1/2011**

<b>Owner:</b>	John Doe	<b>Type of Contract:</b>	Non-Qualified	<b>Withdrawal Charge Period:</b>	6 years
<b>Gender/Issue Age/State:</b>	Male/65/CA	<b>Premium Amount:</b>	\$100,000	<b>Initial Guarantee Period:</b>	6 years
<b>Joint Owner:</b>	Jane Doe	<b>Credit Enhancement Amount:</b>	\$1,500	<b>Optional Living Benefit:</b>	Joint Life WB rider
<b>Gender/Issue Age:</b>	Female/60				

**INCREASING INDEX PERIOD FOR MSCI ACWI INDEX**

End of Contract Year / Age	Period Ending	Index Return		% credited to each Option									[Name of WB]		
		S&P 500	MSCI ACWI	S&P 500 1 yr pt to pt	MSCI ACWI 1 yr pt to pt	Fixed	Withdrawal Amount	Contract Value	Death Benefit	Guaranteed Minimum Surrender Value	Contract Value Growth		Annual Credit	PPA	PPB
1 / 66	12/1991	26.31%	16.92%	4.50%	4.50%	1.75%	-	\$103,388	\$103,388	\$95,944	1.86%		\$8,000	\$4,860	\$108,000
2 / 67	12/1992	4.46%	-6.70%	4.46%	0.00%	1.75%	-	\$106,747	\$106,747	\$99,061	3.25%		\$8,000	\$5,220	\$116,000
3 / 68	12/1993	7.06%	22.12%	4.50%	4.50%	1.75%	-	\$108,641	\$108,641	\$101,797	1.77%		\$8,000	\$5,580	\$124,000
4 / 69	12/1994	-1.54%	2.85%	0.00%	2.85%	1.75%	-	\$111,684	\$111,684	\$105,653	2.80%		\$8,000	\$5,940	\$132,000
5 / 70	12/1995	34.11%	16.90%	4.50%	4.50%	1.75%	-	\$113,592	\$113,592	\$109,502	1.71%		\$8,000	\$6,300	\$140,000
6 / 71	12/1996	20.26%	10.93%	4.50%	4.50%	1.75%	-	\$118,820	\$118,820	\$118,820	4.60%		\$8,000	\$6,660	\$148,000
7 / 72	12/1997	31.01%	12.93%	4.50%	4.50%	1.75%	-	\$120,803	\$120,803	\$120,803	1.67%		\$8,000	\$7,020	\$156,000
8 / 73	12/1998	26.67%	19.94%	4.50%	4.50%	1.75%	\$7,020	\$118,965	\$118,965	\$118,965	4.55%		\$156,000	-	-
9 / 74	12/1999	19.53%	25.00%	4.50%	4.50%	1.75%	\$7,020	\$113,733	\$113,733	\$113,733	1.60%		\$156,000	-	-
10 / 75	12/2000	-10.14%	-15.08%	0.00%	0.00%	1.75%	\$7,020	\$108,249	\$108,249	\$108,249	1.44%		\$156,000	-	-
		<b>Average Annual % Credited:</b>		<b>3.25%</b>	<b>3.52%</b>	<b>1.75%</b>	<b>\$21,060</b>	<b>Average Annual Change %:</b>		<b>2.52%</b>					

**DECREASING INDEX PERIOD FOR MSCI ACWI INDEX**

End of Contract Year / Age	Period Ending	Index Return		% credited to each Option									[Name of WB]		
		S&P 500	MSCI ACWI	S&P 500 1 yr pt to pt	MSCI ACWI 1 yr pt to pt	Fixed	Withdrawal Amount	Contract Value	Death Benefit	Guaranteed Minimum Surrender Value	Contract Value Growth		Annual Credit	PPA	PPB
1 / 66	12/1999	19.53%	25.00%	4.50%	4.50%	1.75%	-	\$103,388	\$103,388	\$95,944	1.86%		\$8,000	\$4,860	\$108,000
2 / 67	12/2000	-10.14%	-15.08%	0.00%	0.00%	1.75%	-	\$105,096	\$105,096	\$97,529	1.65%		\$8,000	\$5,220	\$116,000
3 / 68	12/2001	-13.04%	-17.26%	0.00%	0.00%	1.75%	-	\$104,705	\$104,705	\$98,109	-0.37%		\$8,000	\$5,580	\$124,000
4 / 69	12/2002	-23.37%	-20.51%	0.00%	0.00%	1.75%	-	\$104,266	\$104,571	\$98,922	-0.42%		\$8,000	\$5,940	\$132,000
5 / 70	12/2003	26.38%	31.62%	4.50%	4.50%	1.75%	-	\$105,993	\$105,993	\$102,177	1.66%		\$8,000	\$6,300	\$140,000
6 / 71	12/2004	8.99%	13.30%	4.50%	4.50%	1.75%	-	\$110,728	\$110,728	\$110,728	4.47%		\$8,000	\$6,660	\$148,000
7 / 72	12/2005	3.00%	8.83%	3.00%	4.50%	1.75%	-	\$112,347	\$112,347	\$112,347	1.46%		\$8,000	\$7,020	\$156,000
8 / 73	12/2006	13.62%	18.78%	4.50%	4.50%	1.75%	\$7,020	\$109,964	\$109,964	\$109,964	4.40%		\$156,000	-	-
9 / 74	12/2007	3.53%	9.64%	3.53%	4.50%	1.75%	\$7,020	\$104,409	\$104,409	\$104,409	1.42%		\$156,000	-	-
10 / 75	12/2008	-38.49%	-43.54%	0.00%	0.00%	1.75%	\$7,020	\$96,712	\$96,712	\$96,712	-0.69%		\$156,000	-	-
		<b>Average Annual % Credited:</b>		<b>3.25%</b>	<b>3.52%</b>	<b>1.75%</b>	<b>\$21,060</b>	<b>Average Annual Change %:</b>		<b>1.53%</b>					



## Product Information

### S&P 500® INDEX

The S&P 500® Index is a market capitalization-weighted index of 500 companies in leading industries of the U.S. economy.

“Standard & Poor’s®”, “Standard & Poor’s 500™” and “S&P 500®” is a trademark of Standard & Poor’s Financial Services LLC and have been licensed for use by Pacific Life Insurance Company. The annuity is not sponsored, endorsed, sold or promoted by Standard & Poor’s, and Standard & Poor’s makes no representation regarding the advisability of purchasing an annuity. For more information regarding the criteria for index additions and removals, please visit [www.standardpoors.com](http://www.standardpoors.com). The Index is unmanaged and not available for direct investment, and does not include the reinvestment of dividends.

### MSCI ACWI (ALL COUNTRY WORLD INDEX) INDEX

The MSCI ACWI (All Country World Index) Index is a free float-adjusted market capitalization weighted index that is designed to measure the equity market performance of developed and emerging markets. The MSCI ACWI consists of 45 country indices comprising 24 developed and 21 emerging market country indices.

The Product and its MSCI ACWI® Index-Linked Options referred to herein is not sponsored, endorsed, or promoted by MSCI, and MSCI bears no liability with respect to any such Products or any index on which such products are based. The Contract contains a more detailed description of the limited relationship MSCI has with Pacific Life Insurance Company and any related products.

The Index is unmanaged and not available for direct investment, and does not include the reinvestment of dividends.

### INTEREST CREDITING OPTIONS

This illustration is based on the allocations to the interest crediting options as shown on page 3.

**S&P 500 1 yr pt to pt** - Upon the end of the 1 year index term, interest linked to the performance of the S&P 500 Index may be credited to the indexed-linked account. The amount of index-linked interest is determined by comparing the index price at the end of the index term to the index price at the start of the index term. If the index percentage change is negative or zero, no index-linked interest will be credited. If the index percentage change is positive, then the index-linked interest will be credited in the same percentage as the index return, up to the stated interest rate cap.

**S&P 500 2 yr pt to pt** - Upon the end of the 2 year index term, interest linked to the performance of the S&P 500 Index may be credited to the indexed-linked account. The amount of index-linked interest is determined by comparing the index price at the end of the index term to the index price at the start of the index term. If the index percentage change is negative or zero, no index-linked interest will be credited. If the index percentage change is positive, then the index-linked interest will be credited in the same percentage as the index return, up to the stated interest rate cap.

**S&P 500 Declared Index Interest** - Upon the end of the 1 year index term, interest linked to the performance of the S&P 500 Index may be credited to the indexed-linked account. The amount of index-linked interest is determined by comparing the index price at the end of the index term to the index price at the start of the index term. If the index percentage change is negative, no index-linked interest will be credited. If the index percentage change is zero or positive, then the index-linked interest will be credited according to the stated Declared Index interest rate.

**MSCI ACWI 1 yr pt to pt** - Upon the end of the 1 year index term, interest linked to the performance of the MSCI ACWI Index may be credited to the indexed-linked account. The amount of index-linked interest is determined by comparing the index price at the end of the index term to the index price at the start of the index term. If the index percentage change is negative or zero, no index-linked interest will be credited. If the index percentage change is positive, then the index-linked interest will be credited in the same percentage as the index return, up to the stated interest rate cap.

**MSCI ACWI 2 yr pt to pt** - Upon the end of the 1 year index term, interest linked to the performance of the MSCI ACWI Index may be credited to the indexed-linked account. The amount of index-linked interest is determined by comparing the index price at the end of the index term to the index price at the start of the index term. If the index percentage change is negative or zero, no index-linked interest will be credited. If the index percentage change is positive, then the index-linked interest will be credited in the same percentage as the index return, up to the stated interest rate cap.

**MSCI ACWI Declared Index Interest** - Upon the end of the 1 year index term, interest linked to the performance of the MSCI ACWI Index may be credited to the indexed-linked account. The amount of index-linked interest is determined by comparing the index price at the end of the index term to the index price at the start of the index term. If the index percentage change is negative, no index-linked interest will be credited. If the index percentage change is zero or positive, then the index-linked interest will be credited according to the stated Declared Index interest rate.

**Fixed Account** - The annual rate of interest is accrued daily and is guaranteed for 1 year. The guaranteed rate will never be less than the minimum guaranteed rate stated in the contract. Pacific Life determines, at its discretion, interest rates in excess of the stated minimum guarantee.

Typically, interest rates and interest rate caps are declared every two weeks, but Pacific Life Insurance Company monitors interest rates daily and reserves the right to change them more frequently. The amount of your purchase payments helps determine the initial interest rate. Greater purchase payments may receive a higher interest rate. The two interest rate breakpoints are: \$25,000–\$99,999, and \$100,000 and more.

### WITHDRAWALS

This contract assesses a Market Value Adjustment if a withdrawal or surrender is taken during the withdrawal charge period. If the contract owner takes a withdrawal from the contract prior to the end of the withdrawal charge period, he or she may receive more or less than the contract value based on a market value adjustment (MVA). In addition, a surrender charge may be assessed.

The MVA is based on a formula designed to respond to interest rate movements. As a general rule, if interest rates have stayed the same or risen since the contract was issued, the MVA can reduce the amount withdrawn. If interest rates have fallen, the MVA can increase the amount withdrawn, up to a specified maximum. In no event will the MVA cause the withdrawal amount to be less than the Guaranteed Minimum Surrender Value, minus prior withdrawals and any applicable withdrawal charges.

## Product Information, cont.

The MVA and surrender charges will not apply to the following withdrawals:

- Withdrawals made after the withdrawal charge period.
- Withdrawals of up to 10% of the previous contract anniversary value (10% of purchase payments in the first year)
- Required minimum distribution (RMD) withdrawals (only if calculated by Pacific Life)
- Withdrawals after the first contract year if the owner or annuitant is diagnosed with a terminal illness (life expectancy of 12 months or fewer)
- Withdrawals after the first contract year if the owner or annuitant is confined to an accredited nursing home for 30 days, as long as the confinement to a nursing home began after the contract was issued
- Death benefit proceeds
- Surrenders on the maximum annuitization date

Withdrawals and other distributions of taxable amounts, including death benefit payouts, will be subject to ordinary income tax. If withdrawals and other distributions are taken prior to age 59½, a 10% federal tax penalty may apply. Withdrawals may reduce the value of the death benefit and optional benefits. Withdrawals will not receive index-linked interest crediting at the time of the withdrawal.

### DEATH BENEFIT

For no additional cost, the death benefit can help protect your beneficiaries and may avoid the cost and delays of probate. If an owner or sole annuitant dies during the accumulation phase, the death benefit will equal the greater of the 1) contract value including any death benefit pro-rata index-linked interest or 2) the Guaranteed Minimum Surrender Value.

### OPTIONAL BENEFIT RIDER

#### [Rider Name]

[Rider Name] is an optional withdrawal benefit available for an additional cost. It provides the following features:

- Guarantees annual withdrawals of 5 - 7% of your protected amount (protected payment base) for life beginning at age 59 ½ or older. If you are younger than 59 ½, the annual withdrawal amount is zero. If you take a withdrawal (any dollar amount) before age 59 ½, your protected amount will be reduced. Once you reach age 59 ½, the withdrawal percentage is determined by your age at the time of your first withdrawal after attaining 59 ½, according to the following:
  - 5% of your protected amount if you are between age 59 ½ and 69.
  - 6% of your protected amount if you are between age 70 and 79.
  - 7% of your protected amount if you are age 80 or older.

If you withdraw more than the annual withdrawal amount, the reduction may be more than the actual amount withdrawn. The initial protected amount will equal the initial purchase payment or the contract value if purchased on contract anniversary.

- Increases your protected amount by 8% at each contract anniversary in each of the first 10 years—as long as you do not take any withdrawals, including required minimum distributions (RMD). The annual credit increases the protected amount that can be withdrawn in later years, but the credit is not added to your contract value. The 8% is not compounded. During the first 10 years, once you take a withdrawal, including an RMD, the credit ends. A step-up will restart the annual credit for a 10 year period.
- Locks in any market gains through its highest anniversary value feature and automatic annual step-ups of the protected amount (protected payment base). If the value of your contract on your anniversary date is higher than your protected amount including any applicable 8% credits, the higher contract value will be locked in and becomes your new protected amount. The withdrawal amount is recalculated based on the new protected amount. Stepups can occur every year after the period that annual credits are applied and you will be subject to rider charges in effect at the time up to the maximum of 1.50%.

- While [Rider Name] doesn't guarantee you a growth rate, you can continue to take withdrawals regardless of your annuity's actual value—even if it is zero.

If the owner or sole annuitant dies, [Rider Name] will terminate and the death benefit will be paid out if contract value remains.

If you purchase this optional benefit, we will deduct an annual charge from your contract value on your contract anniversary. Any portion of the charge applicable to an Index-Linked Option will be deducted even if there has been no index-linked interest credited to that Index-Linked Option.

Withdrawals may reduce the value of the death benefit and optional benefits. A step-up may change your protected amount, and withdrawal amounts after a step-up may be higher or lower. You should consult your tax advisor and attorney regarding your specific situation. Optional benefit withdrawals are not annuity payouts. Annuity payouts generally receive a more favorable tax treatment than other withdrawals. If you withdraw more than the allowable income amount annually, both your future withdrawals and the guarantee may be reduced. At the latest annuity date, upon choosing a Life Only fixed annuity option, you will receive the greater of a payment based on the contract value or the guaranteed withdrawal amount as an annuity payout.

Required minimum distributions (RMDs) from IRAs and qualified plans are withdrawals for purposes of this optional benefit. RMDs taken under Pacific Life's automated RMD program are exempt from rider percentage limits if they are the only withdrawals in that contract year. If RMD amounts are not calculated and withdrawn under this program and the withdrawal amounts are greater than the rider percentage limits, future income benefits and the protected amount may be reduced.

[Rider Name] is named "Guaranteed Withdrawal Benefit VIII Rider – Single Life" in the contract rider.

## Definition of Terms

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**Withdrawal Charge Period:** Withdrawals or surrenders taken during this time may be subject to withdrawal charges and an MVA. After the withdrawal charge period expires, there are no withdrawal charges or MVA assessed on withdrawals or surrenders.

**Initial Guarantee Period:** The initial interest rates and interest rate caps for the interest crediting options are guaranteed during this time. After the initial guarantee period expires, renewal rates and caps will be declared by Pacific Life and will never be less than the minimums guaranteed in the contract.

**Credit Enhancement Amount:** The amount added to the contract value at the time the purchase payment was made.

**End of Contract Year:** The last day of the Contract Year that is reflected in the column. The initial End of Contract Year date is the hypothetical last day of Contract Year 1.

**End of Year Age:** The age of the hypothetical client at the point in time described in the End of Contract Year column.

**Purchase Payment:** Hypothetical amount put into the fixed indexed annuity. This illustration is based on a single purchase payment amount with no additional payments.

**Withdrawal Amount:** Hypothetical amounts taken out of the fixed indexed annuity. For illustration purposes, any required minimum distributions (RMDs) are calculated using the Uniform Lifetime Table.

**Contract Value:** The hypothetical value of the fixed indexed annuity on the Contract Year date after any applicable fees and charges have been deducted.

**Guaranteed Minimum Surrender Value:** The minimum value you will receive upon surrender, death or annuitization. The Guaranteed Minimum Surrender Value equals purchase payments (excluding any Credit Enhancements), less any prior partial withdrawals and applicable withdrawal charges on those prior withdrawals, accumulated with interest. In the case of surrender, it is reduced by any applicable withdrawal charges.

**Change in Contract Value:** The increase or decrease in the contract value over the annual period, expressed as a percentage. The optional rider fee could cause a negative change in the contract value.

**Death Benefit:** The hypothetical value of the death benefit payable on the End of Contract Year date.

### OPTIONAL LIVING BENEFIT

**Protected Payment Base (protected amount):** An amount used to determine the protected payment amount. The protected payment base will equal the initial purchase payment or the contract value if purchased on a contract anniversary. If you withdraw more than the protected payment amount, the protected payment base and the remaining protected balance may be reduced by more than the amount taken. The protected payment base is not available for withdrawal.

**Protected Payment Amount:** The maximum amount that can be withdrawn during a contract year without reducing the protected payment base. The protected payment amount is not cumulative. Any portion of the protected payment amount not withdrawn during the current year will not roll to the next contract year. If you withdraw more than the protected payment amount, the protected payment base and the remaining protected balance may be reduced by more than the amount taken. The protected payment amount will be recalculated and also may be reduced.

**Annual Credit:** An amount that may be added to the Protected Payment Base on certain contract anniversaries. A credit equal to 8% of the total purchase payments will be added to the annual credit value on each contract anniversary if no withdrawals take place in the first 10 years. During the first 10 years, once you take a withdrawal, including a required minimum distribution (RMD), the credit ends. A step-up will restart the annual credit for a 10 year period.

## Important Information

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This material is not intended to be used, nor can it be used by any taxpayer, for the purpose of avoiding U.S. federal, state, or local tax penalties. This material is written to support the promotion or marketing of the transaction(s) or matter(s) addressed by this material. Pacific Life, its distributors, and respective representatives do not provide tax, accounting, or legal advice. Any taxpayer should seek advice based on the taxpayer's particular circumstances from an independent tax advisor.

Consider your age, annual income, financial situation and needs, investment experience, investment objectives, intended use of the annuity, investment time horizon, existing assets (including investment and life insurance holdings), liquidity needs, liquid net worth, risk tolerance, tax status, and other information used or considered to be reasonable by your financial professional in making recommendations to you.

IRAs and qualified plans—such as 401(k)s and 403(b)s—are already tax deferred. Therefore, an annuity should be used only to fund an IRA or qualified plan to benefit from the annuity's features other than tax deferral. These include lifetime income and death benefit options.

Pacific Life Insurance Company is licensed to issue individual life insurance and annuity products in all states except New York. Product availability and features may vary by state.

Fixed annuities issued by Pacific Life are available through licensed third-parties.

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**Pacific Life Insurance Company** • P.O. Box 2378 • Omaha, NE 68103-2378 • (800) 722-4448

Contract Form Series: [number]  
Rider Series: [number]





PACIFIC LIFE

# *Pacific* *Index Choice*<sup>SM</sup>

A Deferred, Fixed  
Indexed Annuity for a  
Confident Retirement

Client Guide

# The Power to Help You Succeed<sup>®</sup>

Pacific Life has more than 140 years of experience, and we remain committed to providing quality products, service, and stability to meet your needs today and throughout your lifetime.

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It's essential for you to choose a strong and stable company that can help you achieve your future income needs. For generations, individuals and their families have relied on the strength of Pacific Life to protect their financial security.

- Pacific Life Insurance Company is organized under a mutual holding company structure and operate for the benefit of our policyholders and contract owners.
- We have achieved ongoing recognition for high-quality service standards.
- We offer products that address market environments during all stages of your life.
- We maintain strong financial strength ratings from major independent rating agencies.

Ratings may change. For more information and current financial strength ratings, please visit our website.

**No bank guarantee • Not a deposit • May lose value**

**Not FDIC/NCUA insured**

**Not insured by any federal government agency**

Insurance products are issued by Pacific Life Insurance Company in all states except New York and in New York by Pacific Life & Annuity Company. Product availability and features may vary by state.

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# Prepare for a Secure Retirement

As you develop your retirement strategy, it is important to determine how you will protect and grow your assets. Pacific Index Choice<sup>SM</sup> may be right for you if you are looking for:

- Tax deferral
- Safety of principal
- Growth potential without being invested in the market
- Access to your money
- Lifetime income
- Beneficiary protection

Pacific Index Choice is a deferred, fixed indexed annuity. It provides safety of principal and has the potential to earn interest based on the positive movement of two offered indexes and a fixed account that offers a guaranteed interest rate.\*

## The Power of Tax Deferral

Because an annuity is tax-deferred, interest will compound without current income tax. Your money grows faster because you don't pay taxes on the interest earned until you withdraw it or it is distributed to you. The graph below illustrates the benefits of tax deferral.

A \$100,000 initial purchase payment, compounded at 5% annually over 10, 20, and 30 years, grows with taxes deferred. After 30 years, the \$100,000 has grown to \$432,194. Once taxes are paid on the lump-sum distribution, the after-tax amount is \$322,570 – still much more than the \$268,729, accumulated in a taxable investment over the same time period.



Assumes a 33% ordinary income tax rate, assessed yearly on the taxable investment and at period-end on the tax-deferred example. Actual tax rates may vary for different taxpayers and assets from that illustrated (e.g., capital gains and qualified dividend income). Actual performance of your investment also will vary. Lower maximum tax rates on capital gains and dividends would make the investment return for the taxable investment more favorable, thereby reducing the difference in performance between the example shown. Consider your personal investment time horizon and income tax brackets, both current and anticipated, when making an investment decision. Hypothetical returns are not guaranteed and do not represent performance of any particular investment. If Pacific Index Choice charges were included (9% maximum withdrawal charge), the tax-deferred performance would be significantly lower.

IRAs and qualified plans – such as 401(k)s and 403(b)s – are already tax-deferred. Therefore, any annuity should be used only to fund an IRA or qualified plan to benefit from the annuity's features other than tax deferral. These features include lifetime income and death benefit options.

\*Pacific Index Choice is not a security and does not participate directly in the stock market or any index, so it is not an investment. It is an insurance product designed to help you prepare for your future. Guarantees, including interest rates and subsequent income payouts are backed by the claims-paying ability of Pacific Life.

# Potential for Growth

With Pacific Index Choice, you are not invested in the market and therefore will never lose your principal due to market performance. However, the value of your contract does have the potential to grow. You will receive an immediate increase to your contract value with the Credit Enhancement and have the potential to earn interest through the Interest-Crediting Options.

## *Immediate Credit Enhancement*

At the time you purchase your contract, a percentage of your purchase payments will automatically be added to your contract value. The amount of the credit is determined at contract issue and will vary based on the Initial Guaranteed Period you select. For example, you purchase Pacific Index Choice with \$100,000 and the immediate credit enhancement for the period you select is 2%. Your beginning contract value is \$102,000.

*Credit enhancements are not counted as purchase payments, are treated as additional earnings for tax purposes, and are not returned under the Free-Look provision. If the death benefit is payable in the first year, the credit enhancement will be recaptured on a proportionate basis (except in CT).*

## *Earn Interest with the Interest-Crediting Options*

Because your retirement strategy is unique, Pacific Index Choice provides you with options for how to earn interest in your contract. With the help of your financial professional, you can customize your contract by determining how best to allocate your purchase payments.





## Determine how to earn interest—Fixed Interest and/or Index-linked Options

There are two ways to potentially grow your contract value:

- **The Fixed Account**—earns a guaranteed interest rate for a specified period of time. The rate is guaranteed to be no less than 1%.
- **The Index-linked Options**—earn interest based on any positive movement of an index. With Pacific Index Choice, you can link potential growth to two indexes – one with a U.S. market focus and the other international.

**S&P 500® Index**—This index offers a market capitalization-weighted index of 500 companies in leading industries of the U.S. economy.

**MSCI All Country World Index (ACWI®)**—a free float adjusted market capitalization weighted index that is designed to measure the equity market performance of developed and emerging markets. The MSCI ACWI consists of 45 country indices comprising 24 developed and 21 emerging market country indices.

*It is important to note that you are not invested directly in an index, the indexes are unmanaged and the index performance does not include dividends.*

*“Standard & Poor’s,” “Standard & Poor’s 500™,” and “S&P 500®” are trademarks of Standard & Poor’s Financial Services LLC and have been licensed for use by Pacific Life Insurance Company. The annuity is not sponsored, endorsed, sold, or promoted by Standard & Poor’s, and Standard & Poor’s makes no representation regarding the advisability of purchasing an annuity. For more information regarding the criteria for index additions and removals, please visit [www.standardandpoors.com](http://www.standardandpoors.com).*

*The Product and its MSCI ACWI® Index-Linked Options referred to herein is not sponsored, endorsed, or promoted by MSCI, and MSCI bears no liability with respect to any such Products or any index on which such products are based. The Policy Contract contains a more detailed description of the limited relationship MSCI has with Pacific Life Insurance Company and any related products.*

## Choose the method(s) for crediting any index-linked interest to your contract

### **Interest-Crediting Methods**

If you make an allocation to an Index-linked Option, there are three methods for how any earned interest may be added to your contract.

- **1-year Point-to-Point Option**—interest is credited annually based on the index return over one contract year
- **2-year Point-to-Point Option**—interest is credited every two years based on the index return over two contract years
- **Declared Interest Index Option**—a fixed interest rate is credited annually when the index return is positive

Please note: For subsequent purchase payments, interest will be credited based on the index return, which may be less than the timeframes listed above.

### ***Select the Initial Guaranteed Period***

This last selection may be based on your retirement time horizon, or when you believe you'll need to access your contract value for retirement. There are three Initial Guaranteed Periods to choose from:

- 6-year
- 8-year
- 10-year

All Initial Guaranteed Periods may not be available in all states or offered through all firms.

#### **The Initial Guaranteed Period determines:**

- The interest rates that will be earned on the Fixed Account and Declared Index Interest Option and the time period it is guaranteed.
- Any Caps applied to the Index-linked Options and the time period it is guaranteed. A Cap is the maximum amount of interest that can be earned for the index term.
- When you'll have full access to your contract value without incurring a withdrawal charge. The Initial Guaranteed Period corresponds to the withdrawal charge schedules discussed on page 12.

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# Putting it All Together

## Interest-crediting Options

Your allocation options are called the Interest-crediting Options. You may allocate your purchase payments to one or any combination of the seven. Additionally, on each contract anniversary, you may transfer money to and from the Fixed Account and any Index-linked Option where the term has ended.

$$1 \text{ Fixed Account} + \frac{6 \text{ Index-linked Options}}{(2 \text{ Indexes} \times 3 \text{ Interest Crediting Methods})} = 7 \text{ Interest-crediting Options}$$

The table below summarizes the Interest-Crediting Options and how interest is earned.

	Indexes	How Interest is Credited	When Interest Is Credited	Length of Time the Initial Interest Rate and/or Cap is Guaranteed
<b>Fixed Account</b>	N/A	Fixed interest rate	Daily	Fixed interest rate is declared at contract issue and guaranteed for Initial Guaranteed Period.
<b>Index-linked Options</b>	S&P 500 Index and MSCI ACWI Index	1-year Point to Point subject to a cap	Annually End of 1-year Term	Cap declared at contract issue and guaranteed for Initial Guaranteed Period.
		2-year Point to Point subject to a cap	Biannually End of 2-year Term	
		Declared Index Interest Option	Annually End of 1-year Term	Fixed interest rate is declared at contract issue and guaranteed for Initial Guaranteed Period.



# Growth and Protection

## Index-linked Options in Action



### Meet Lisa

Lisa is 55 years old, plans to retire in 10 years, and considers herself a conservative to moderate investor. She is looking to protect \$100,000, a portion of her retirement savings, but also wants to be sure that her money will grow if there is an increase in the market. By purchasing Pacific Index Choice, Lisa is guaranteed to never lose her \$100,000 and can also take advantage of any positive movement in an index, without actually being invested in the market.

#### Assumptions for all three hypothetical examples:

- Lisa elects the S&P 500 Index and 10-year Initial Guaranteed Period (which is also the withdrawal charge period).\*
- Initial Purchase Payment: \$100,000 on 12/31/2000. There is a 2% immediate credit enhancement for the 10-year period. This means that Lisa's beginning contract value is \$102,000.
- Lisa does not take any withdrawals.

To help demonstrate how the index crediting methods work, it is assumed that the entire \$100,000 is invested in the Index-linked Option on day one. However, as described on page 5, Lisa has the ability to allocate her \$100,000 amongst one or any combination of the Interest-Crediting Options.

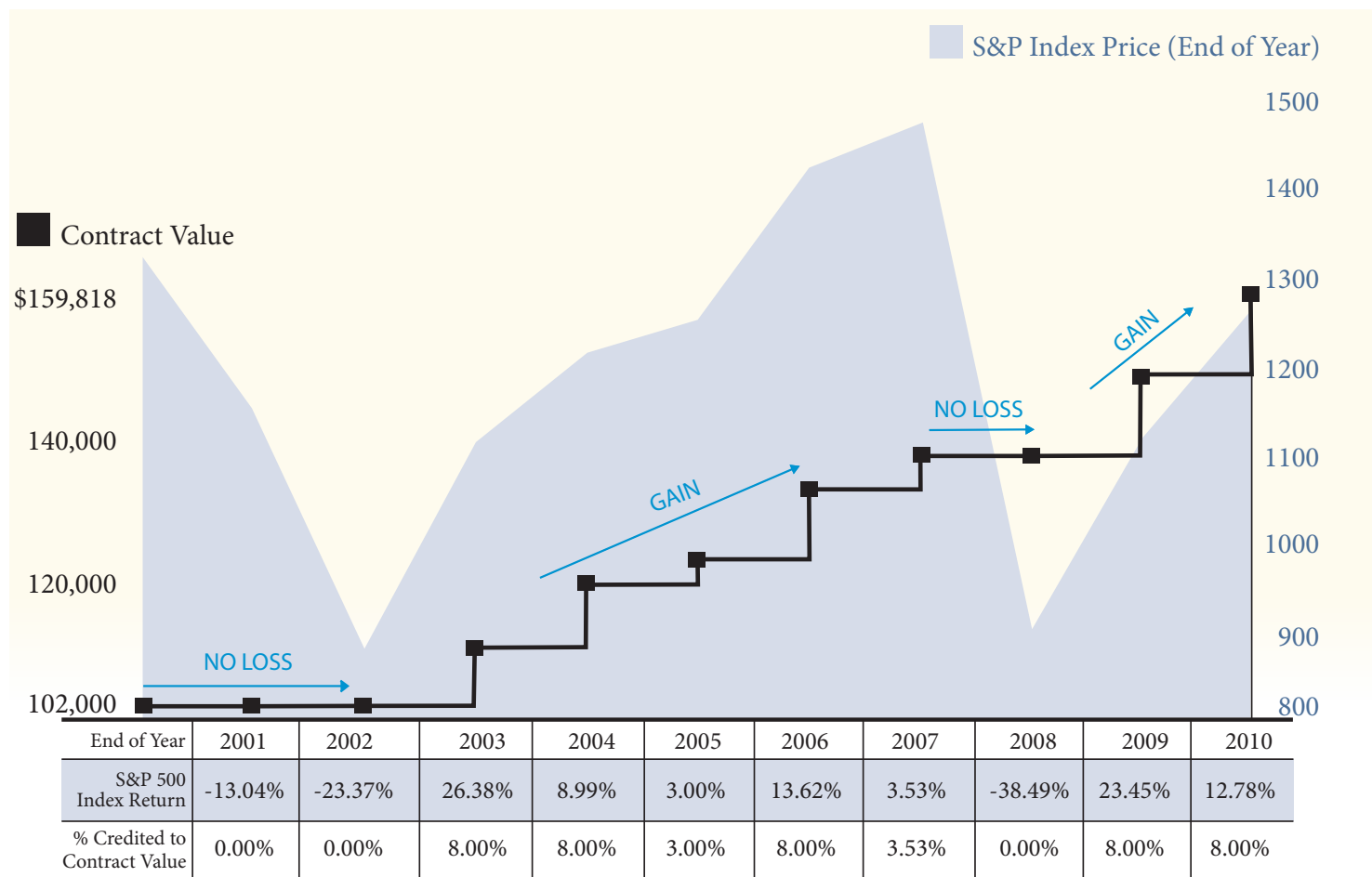
*Let's take a look at how each of the index crediting methods work...*

\*A 10-year period is used in these examples to help demonstrate how the index-linked interest crediting methods work in both up and down markets using actual S&P 500 Index returns and hypothetical rates. Pacific Index Choice offers shorter initial guaranteed and corresponding withdrawal charge periods and may vary by state and firms the product is offered through.

## 1-Year Point-to-Point Option in Action

At the end of the contract year, the value of the index is compared to its value at the beginning of the contract year. A positive percentage change, equal to the index return, is credited to the contract, up to a maximum amount called the Cap. If the percentage change is zero or negative, the contract value remains the same and will not have a loss.

Example assumes the hypothetical Cap at contract issue for the 10-year Initial Guaranteed Period is 8%.



### What happens to Lisa's contract:

**Flat or Negative Index Return, Contract Value Remains the Same (No loss)**—For example, at the end of 2001, even though the S&P 500 Index returned -13.04% for the year, Lisa's contract value remained steady at \$102,000 and there was no loss.

**Positive Index Return - Less than the Cap, Contract is Credited with the % Index Change**—For example, at the end of 2005, the S&P 500 Index returned 3% for the year, so Lisa's contract was credited with 3% interest

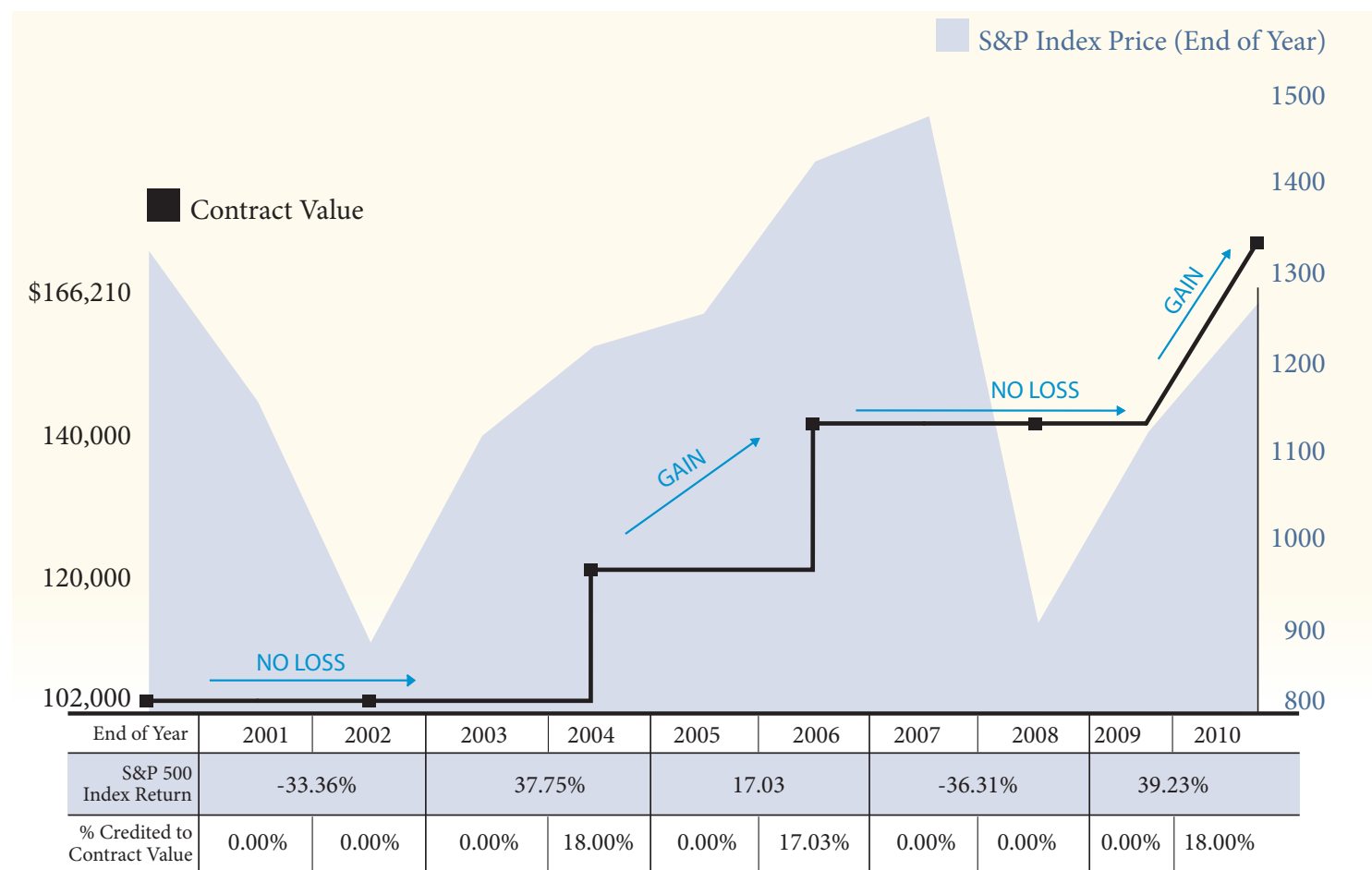
**Positive Index Return - More than the Cap, Contract is Credited with the % Cap**—For example, at the end of 2010, the S&P 500 Index returned 12.78% for the year, so Lisa's contract was credited with 8% interest.

At the end of 10 years Lisa's Contract Value is \$159,818.

## 2-Year Point-to-Point Option in Action

This option is identical to the 1-Year Point-to-Point except that it compares the index value at the end of two contract years instead of one. Interest is credited to the contract at the end of the second year.

This example assumes the hypothetical Cap at contract issue for the 10-year Initial Guaranteed Period is 18%.



### What happens to Lisa's contract:

**Flat or Negative Index Returns, Contract Value Remains the Same (No loss)**—For example, at the end of 2002, even though the S&P 500 Index returned -33.36% over 2 years, Lisa's contract value remained steady at \$102,000 and there was no loss.

**Positive Index Return - More than the Cap, Contract is Credited with the % Cap**—For example, at the end of 2004, the S&P 500 Index returned 37.75% over 2 years, so Lisa's contract was credited with 18% interest.

**Positive Index Return - Less than the Cap, Contract is Credited with the % Index Change**—For example, at the end of 2006, the S&P 500 Index returned 17.03% over 2 years, so Lisa's contract was credited with 17.03% interest.

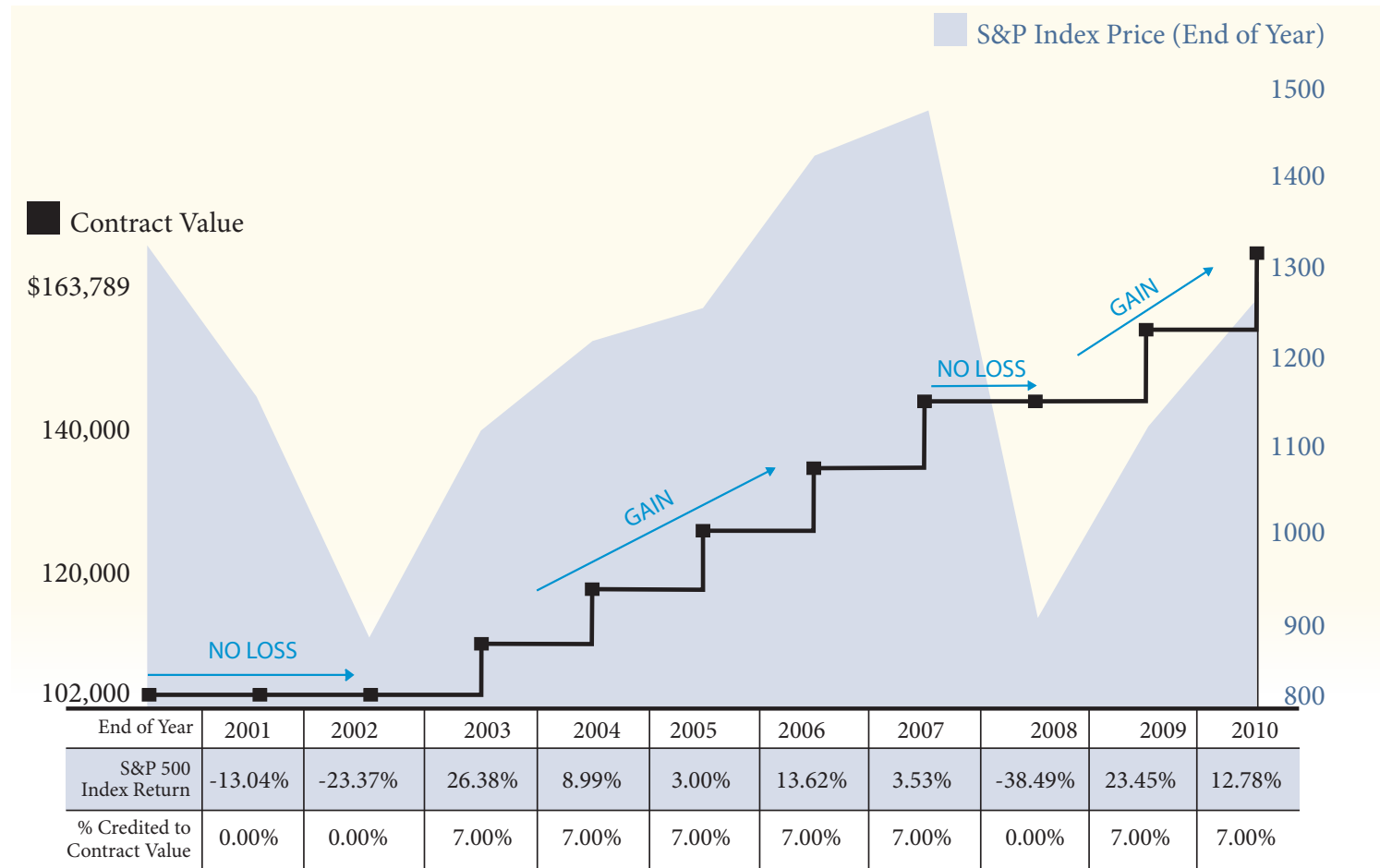
At the end of 10 years, Lisa's contract value is \$166,210.



## Declared Index Interest Option in Action

At contract issue, an interest rate is declared and guaranteed for the Initial Guaranteed Period that you choose. At the end of the contract year, the value of the index is compared to its value at the beginning of the year. If the percentage change is positive, your contract value will be credited with the declared interest rate. If it is negative, your contract value remains the same and will not have a loss.

This example assumes the hypothetical declared interest rate at contract issue is 7%.



### What happens to Lisa's contract:

When the S&P 500 Index return is positive, Lisa's contract is credited with the 7% declared interest rate.

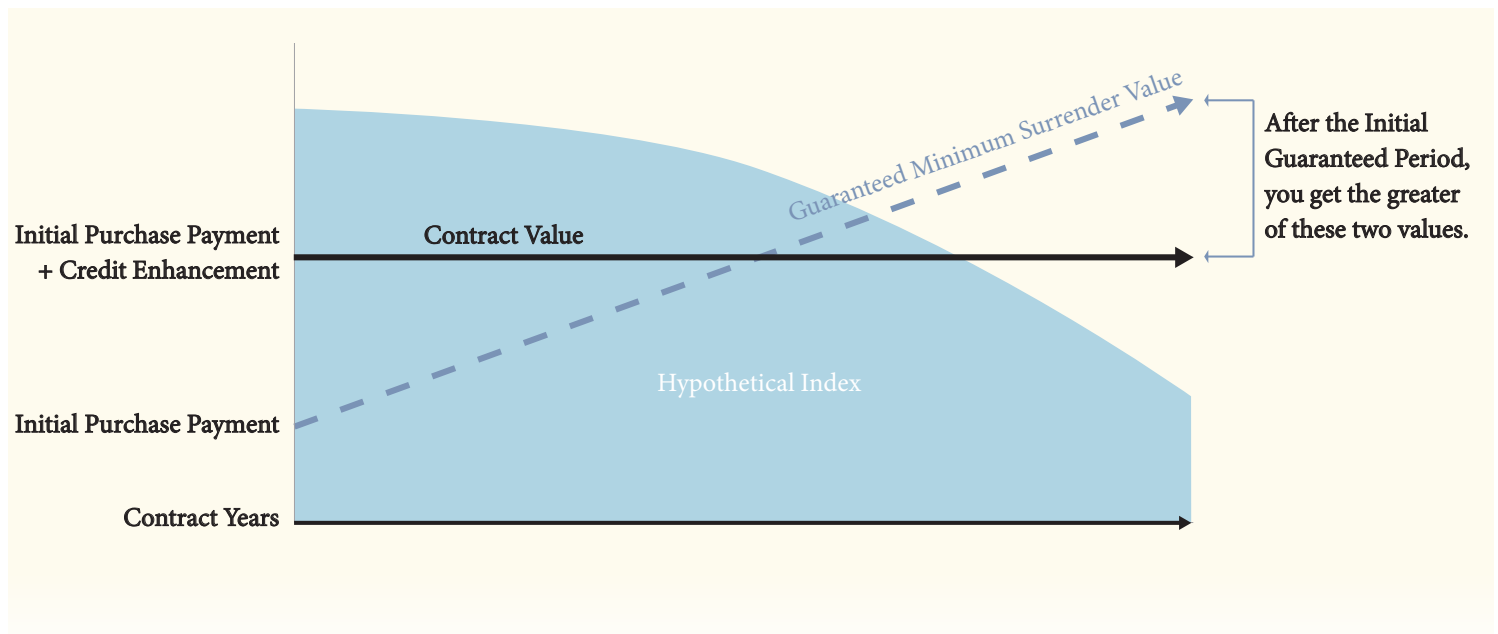
When the S&P 500 Index return is negative, Lisa's contract remains the same and there is no loss.

At the end of 10 years, Lisa's contract value is \$163,789.

# Access to Your Money

## Full Withdrawals

If the index you select remains flat or has negative returns and your contract value earns no interest, you are still guaranteed growth in certain situations with the Guaranteed Minimum Surrender Value. Once you've reached the end of the Initial Guaranteed Period, if you make a full withdrawal of your contract, or upon death or annuitization, you will receive at least your purchase payments (excluding any credit enhancements) accumulated at a fixed interest rate, adjusted for withdrawals and any withdrawal charges. The rate is guaranteed to be no less than 1%.



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## ***Partial Withdrawals***

Because you can never predict the future, it's comforting to have the ability to access your money when you need it. Withdrawals may begin as soon as 30 days after contract issue and are available through:

- Systematic withdrawals: Withdraw at least \$500 either monthly, quarterly, semiannually, or annually.
- Partial withdrawals: Withdraw \$500 or more at any time.

## ***Withdrawals without Charge***

You may withdraw amounts up to 10% of your purchase payments in the first contract year and 10% of your contract value during the remainder of the withdrawal charge period (based on the contract value from the previous contract year) without a withdrawal charge or market value adjustment (MVA). See page 12 for details.

Additionally, you may take withdrawals without a charge for the following reasons:

- Required minimum distribution (RMD) withdrawals (calculated by Pacific Life).
- Withdrawals after the first contract year if diagnosed with a terminal illness (life expectancy of 12 months or fewer).
- Withdrawals after the first 90 days if confined to an accredited nursing home for 30 days or more, as long as you are not confined to a nursing home when the contract is issued.

Please note: for Index-Linked Options, no interest is earned or credited on amounts withdrawn prior to the end of an index term.



### Withdrawals that Incur a Charge

As described on page 4, you have the flexibility to select one of three Initial Guaranteed Periods. They each correspond to your withdrawal charge options. Withdrawal charges apply only during the initial Guaranteed Period when amounts are taken above those discussed under the “Withdrawals Without Charge” section on the previous page.

#### 6-year

Contract year	1	2	3	4	5	6	7+
Charge per withdrawal	9%	8%	8%	7%	6%	4%	0%

#### 8-year

Contract year	1	2	3	4	5	6	7	8	9+
Charge per withdrawal	9%	8%	8%	7%	6%	4%	4%	3%	0%

#### 10-year

Contract year	1	2	3	4	5	6	7	8	9	10	11+
Charge per withdrawal	9%	8%	8%	7%	6%	4%	4%	3%	2%	1%	0%

### Market Value Adjustment (MVA)

Withdrawal and annuity income payments before the end of the withdrawal charge period, in excess of 10% of the prior anniversary’s contract value (10% of premium payments in the first year), will be subject to an MVA (in addition to any applicable withdrawal charges), so you should carefully consider your income needs before you purchase a contract.

The MVA is based on a formula designed to respond to interest rate movements. As a general rule, if interest rates have stayed the same or risen since contract issue, the MVA can reduce the amount withdrawn. If interest rates have fallen, the MVA can increase the amount withdrawn, up to a specified maximum. In no event will the MVA cause the withdrawal amount to be less than your guaranteed minimum surrender value.

There is no MVA assessed on withdrawals made once the withdrawal charge period has expired.

Annuity withdrawals and other distributions of taxable amounts, including death benefit payouts, will be subject to ordinary income tax. If withdrawals and other distributions are taken prior to age 59½, a 10% federal tax penalty may apply. A withdrawal charge and a market value adjustment (MVA) also may apply.

# Create the Income You Need

With Pacific Index Choice, after the first contract anniversary, you may elect to receive annuity income payments for a specific period of time or for life (an MVA may apply). You may annuitize the greater of the contract value or Guaranteed Minimum Surrender Value. Payments may be made monthly, quarterly, semiannually, or annually. Choose from the following options:

- Life Only—Periodic payments for life are guaranteed.
- Life with Period Certain—Periodic payments will be made for life and guaranteed for a minimum period of 5 to 30 years. If you die before the end of the period, your beneficiary will receive the remaining income. If you live longer than the period certain, you will continue to receive the income until you die.
- Joint and Survivor Life—Periodic payouts are guaranteed over your lifetime (as the primary annuitant) and the lifetime of another person (as the secondary annuitant), for 50, 66⅔, or 100. Second person does not have to be a spouse.
- Period Certain—Periodic payouts will be made over a specific period, from 10 to 30 years. Other periods may be available.

If you decide to start taking annuity income payments from Pacific Index Choice during an index term, you do not lose out on potential interest crediting. You may receive an adjusted amount of interest based on the change in index from the beginning of the term to the time you start income payments.

# *Who's Who in an Annuity?*

Pacific Index Choice may be an optimal strategy to provide safety of principal and the potential for growth.

It's important to know who the key parties are in an annuity contract.

**Owner:** The owner makes the decisions about the annuity, such as how much money to put into the contract. The owner also names the annuitants and the beneficiaries.

**Annuitant:** The owner and the annuitant may or may not be the same person. Either way, it's the annuitant's life expectancy that is used to set the dollar amount of future annuity income.

**Beneficiary:** If the owner or annuitant dies before annuity payouts begin, generally the beneficiary is the one who may have the right to receive the death benefit.

*There may be one or more owners, annuitants, and beneficiaries.*



# *Help Provide for Your Spouse and Heirs*

While you're probably focusing on how to enjoy your retirement savings, it's important to think ahead and plan how to provide for your loved ones if you were to die unexpectedly. Pacific Index Choice offers built-in protection and a commitment to customer service that will be there for your family when they need it most.

## *For Your Spouse*

You may wish to base your annuity contract on the lives of both you and your spouse. This way, no matter who dies first, the survivor is assured continued income payments. With the Joint and Survivor Life annuitization option, periodic payouts are made during the lifetime of the primary annuitant. After the primary annuitant dies, periodic payments will be made for the remainder of the surviving spouse's life.

## *For Your Heirs*

If death occurs before you start to take income payments, Pacific Index Choice can provide for your heirs. The greater of the contract value or Guaranteed Minimum Surrender Value will pass directly to your designated beneficiaries, and they may avoid the delays and costs of probate. Additionally, if you die during an index term, your heirs do not lose out on potential interest crediting. They may receive an adjusted amount of interest based on the change in index from the beginning of the term to the day Pacific Life receives, in satisfactory form, proof of death and instructions regarding payment.

A photograph of a middle-aged man with dark hair, smiling broadly. He is wearing a white short-sleeved polo shirt. He is standing outdoors, with a bright, slightly overexposed background that appears to be a beach or a body of water. A large, semi-transparent watermark with the letters 'FPO' is overlaid on the image, positioned to the right of the man's head.

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# Our Focus Is on You

## Getting Started

Discuss with your financial professional whether Pacific Index Choice is appropriate for you. Consider your age, annual income, financial situation, and needs.

Whichever income option you select, you will receive a steady stream of income payments backed by the strength and protection of Pacific Life. With Pacific Income Provider, you are taking an important step in guaranteeing retirement income for life.

Pacific Index Choice allows you to protect your principal and potentially grow your contract value. With the help of your financial professional, follow these simple steps to get started:

- Determine your time horizon to select an Initial Guaranteed Period.
- Decide which Interest-crediting Options may benefit you.
- Purchase your deferred, fixed indexed annuity—Pacific Index Choice.

## Ongoing Support

Pacific Life provides award-winning customer service and support to help you achieve your retirement goals.

### Website

[www.PacificLife.com](http://www.PacificLife.com)

Go online and select “My Account” under Annuities to view your account information.

### Personal Customer Service

(800) 722-4448

To speak with an annuity information specialist or automated line, call our toll-free number.



Folder Here





# PACIFIC LIFE

Mailing address:

Pacific Life Insurance Company

P.O. Box 2378

Omaha, NE 68103-2378

(800) 722-4448

[www.PacificLife.com](http://www.PacificLife.com)

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No guaranteed rate will be less than the minimum guaranteed rate stated in the contract. Pacific Life determines, at its discretion, interest rates in excess of the stated minimum guarantee in the contract.

Pacific Life refers to Pacific Life Insurance Company and its affiliates, including Pacific Life & Annuity Company. Insurance products are issued by Pacific Life Insurance Company in all states except New York and in New York by Pacific Life & Annuity Company. Product availability and features may vary by state. Each company is solely responsible for the financial obligations accruing under the products it issues. Insurance product and guarantees are backed by the financial strength and claims-paying ability of the issuing company.

Fixed annuities issued by Pacific Life are available through licensed, independent third parties.

Producer's name & firm:	State insurance license number:
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Contract Form Series: 30-1165-1, 30-2165-1  
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**PACIFIC LIFE**

Pacific Life Insurance Company  
[700 Newport Center Drive  
Newport Beach, CA 92660  
(800) 722-4448]

## **GUARANTEED WITHDRAWAL BENEFIT VIII RIDER – SINGLE LIFE**

**Pacific Life Insurance Company**, a stock company, (hereinafter referred to as “we”, “us”, “our”, and the “Company”) has issued this guaranteed minimum withdrawal benefit Rider as a part of the annuity Contract to which it is attached.

All provisions of the Contract that do not conflict with this Rider apply to this Rider. In the event of any conflict between the provisions of this Rider and the provisions of the Contract, the provisions of this Rider shall prevail over the provisions of the Contract.

**The purpose of the guaranteed living benefit provided under this Rider is to provide security through a stream of income payments to the Owner. This Rider will terminate upon assignment or a change in ownership of the contract unless the new assignee or Owner meets the qualifications specified in the Termination of Rider provision.**

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## **RIDER SPECIFICATIONS**

**Annual Charge Percentage: [0.65%]**

**Maximum Annual Charge Percentage: 1.50%**

The initial Annual Charge percentage is guaranteed under the conditions stated in this Rider and in effect when it was set. Utilization of resets may increase the Annual Charge percentage, subject to the maximum Annual Charge percentage in this Rider. For a complete description of the charges and deductions shown above, refer to the **Annual Charge** provision of this Rider.

**Withdrawal Percentage:** The withdrawal percentage is determined according to the table below based on the oldest Owner's age (or youngest Annuitant, in the case of a Non-Natural Owner) at the time of the first withdrawal.

If a withdrawal occurs after an Automatic Reset or Owner-Elected Reset, the withdrawal percentage will be based on the oldest Owner's age (or youngest Annuitant, in the case of the Non-Natural Owner) at the time of withdrawal according to the table below.

<b>Age</b>	<b>Withdrawal Percentage</b>
[Before 59½]	[0.0%]
[59½ – 64]	[5.0%]
[65 – 69]	[5.0%]
[70 – 74]	[6.0%]
[75 – 79]	[6.0%]
[80 – 84]	[7.0%]
[85 and older]	[7.0%]

Upon the first withdrawal after attainment of age [59½] of the oldest Owner (or youngest Annuitant, in the case of a Non-Natural Owner), the withdrawal percentage will be based on the corresponding age in the table above. Withdrawals prior to the attainment of age [59½] of the oldest Owner (or youngest Annuitant, in the case of a Non-Natural Owner) will not impact the determination of the withdrawal percentage. This will occur regardless of whether an Automatic Reset or Owner-Elected Reset occurs.

**Definition of Terms** – Unless redefined below, the terms defined in the Contract will have the same meaning when used in this Rider. For purposes of this Rider, the following definitions apply:

**Annual RMD Amount** – The amount required to be distributed each Calendar Year for purposes of satisfying the minimum distribution requirements of Internal Revenue Code Section 401(a)(9) and related Code provisions in effect on the Rider Effective Date.

**Protected Payment Amount** – The maximum amount that can be withdrawn under this Rider without reducing the Protected Payment Base.

The Protected Payment Amount is equal to the withdrawal percentage described in the **Withdrawal Percentage** provision multiplied by the Protected Payment Base as of that day, less cumulative withdrawals during the Contract Year.

The Protected Payment Amount will never be less than zero. Any Protected Payment Amount that is not withdrawn during a Contract Year may not be withdrawn in a subsequent contract year. Upon telephone or written request we will provide you with the Protected Payment Amount as of that day.

**Protected Payment Base** – An amount used to determine the Protected Payment Amount. The Protected Payment Base will never be less than zero and will remain unchanged except as otherwise described under the provisions of this Rider. THE PROTECTED PAYMENT BASE CANNOT BE WITHDRAWN AS A LUMP SUM, IS NOT PAYABLE AS A DEATH BENEFIT, AND IS NOT USED IN CALCULATING ANY ANNUITY OPTION AVAILABLE UNDER THE CONTRACT.

**Reset Date** – Any Contract Anniversary after the Rider Effective Date on which an Automatic Reset or an Owner-Elected Reset occurs.

For purposes of this Rider, the term “**withdrawal**” includes any applicable withdrawal charges, Market Value Adjustment, and charges for premium taxes and/or other taxes, if applicable. Amounts withdrawn under this Rider will reduce the Contract Value by the amount withdrawn and will be subject to the same conditions, limitations, restrictions and all other fees, charges and deductions, if applicable, as withdrawals otherwise made under the provisions of the Contract.

**Guaranteed Withdrawal Benefit VIII Rider – Single Life** – You have purchased a Guaranteed Withdrawal Benefit VIII Rider – Single Life. Subject to the terms and conditions described herein, this Rider:

(a) allows for withdrawals up to the Protected Payment Amount without any adjustment to the Protected Payment Base, until the Rider terminates as specified in the **Termination of Rider** provision of this Rider;

(a)(b) Provides for an annual credit to be applied to the Protected Payment Base as described under the Annual Credit provision of this Rider;

(b)(c) allows for withdrawals for purposes of satisfying the minimum distribution requirements of Internal Revenue Code Section 401(a)(9) and related Code provisions in effect on the Rider Effective Date, regardless of the amount, without any adjustment to the Protected Payment Base, subject to certain conditions as described herein;

(c)(d) provides for Automatic Annual Resets or Owner-Elected Resets of the Protected Payment Base.

This Rider may be purchased and added to the Contract on the Contract Date or Contract Anniversary, if available, provided that on the Rider Effective Date: (a) the age of each Annuitant is [85] years or younger; and (b) the Contract is not issued as an Inherited IRA, Inherited Roth IRA, or Inherited TSA.

We will provide you with an annual statement that lists the Protected Payment Amount and Protected Payment Base.

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**Annual Charge** – An annual charge for expenses related to this Rider will be deducted on the Contract Anniversary. The annual charge is equal to [0.65%] and will not exceed a maximum annual charge percentage of 1.50%.

The charge is deducted, in arrears, on each Contract Anniversary that this Rider remains in effect. The charge is equal to the annual charge percentage multiplied by the Protected Payment Base on the day the charge is deducted. The charge will be deducted from the Contract Value on a proportionate basis relative to the Fixed Account Option Value and the Index-Linked Option Value(s).

The annual charge percentage established on the Rider Effective Date will not change, except as otherwise described in the provisions of this Rider.

If this Rider terminates on a Contract Anniversary, the entire charge for the prior Contract Anniversary will be deducted from the Contract Value on that Contract Anniversary.

If the Rider terminates prior to a Contract Anniversary for reasons other than death of an Owner or death of the sole surviving Annuitant, we will prorate the charge. The prorated amount will be based on the Protected Payment Base as of the day the Rider terminates. Such prorated amount will be deducted from the Contract Value on the earlier of the day the Contract terminates or the Contract Anniversary immediately following the day the Rider terminates.

If the Rider terminates as a result of the death of an Owner or death of the sole surviving Annuitant, any annual charge deducted between the date of death and the Notice Date will be prorated as applicable to the date of death and added to the Contract Value on the Notice Date.

We will waive the charge for the current year in the following cases:

- (a) upon full annuitization of the Contract;
- (b) after the Contract Value is zero.

ANY PORTION OF THE CHARGE APPLICABLE TO AN INDEX-LINKED OPTION WILL BE DEDUCTED EVEN IF THERE HAS BEEN NO INDEX-LINKED INTEREST CREDITED TO THAT INDEX-LINKED OPTION.

**Change in Annual Charge** – The annual charge percentage, and corresponding deduction, may change as a result of any Automatic Reset or Owner-Elected reset. The annual charge percentage will never exceed the annual charge percentage then in effect for new issues of this same Rider. If we are no longer issuing this Rider, any change in the annual charge percentage will not result in an annual charge percentage that exceeds the maximum annual charge percentage specified in the **Annual Charge** provision.

If the Protected Payment Base is never reset, the annual charge percentage established on the Rider Effective Date is guaranteed not to change.

**Initial Values** – The Protected Payment Base is initially determined on the Rider Effective Date. On the Rider Effective Date, the Protected Payment Base is equal to the Initial Purchase Payment or, if effective on a Contract Anniversary, the Contract Value on that Contract Anniversary.

**Subsequent Purchase Payments** – Purchase Payments received after the Rider Effective Date will result in an increase in the Protected Payment Base by the amount of the Purchase Payment.

**Annual Credit** – On each Contract Anniversary after the Rider Effective Date, an annual credit will be applied to the Protected Payment Base if, as of that Contract Anniversary:

- (a) no withdrawals have occurred after the Rider Effective Date or the most recent Reset Date, whichever is later; and
- (b) that Contract Anniversary is within the first ten (10) Contract Anniversaries, measured from the Rider Effective Date or the most recent Reset Date, whichever is later.

The annual credit amount ~~is equal to [8.0%] of the sum of (A) and (B) as of the Contract Anniversary on which the credit is added, where: is calculated as follows:~~

~~(A) is the Protected Payment Base on the Rider Effective Date or the most recent Reset Date, whichever is later.~~

~~(B) is cumulative Purchase Payments received after the Rider Effective Date or the most recent Reset Date, whichever is later.~~

~~(a) [8.0%] of the total Purchase Payments if the Rider is added to the Contract at contract issue; or~~

~~(b) [8.0%] of the Contract Value on the Effective Date the Rider is added to the Contract.~~

Once a withdrawal has occurred, no annual credit will be applied to the Protected Payment Base on any Contract Anniversary following the withdrawal, unless an Automatic Reset or an Owner-Elected Reset occurs, in which case eligibility for the annual credit will begin as of the Reset Date.

~~The annual credit will be equal to [8.0%] of the Protected Payment Base as of the Reset Date.~~

**Withdrawal Percentage** – The withdrawal percentage is determined according to the table below based on the oldest Owner's age (or youngest Annuitant, in the case of a Non-Natural Owner) at the time of the first withdrawal.

If a withdrawal occurs after an Automatic Reset or Owner-Elected Reset, the withdrawal percentage will be based on the oldest Owner's age (or youngest Annuitant, in the case of the Non-Natural Owner) at the time of withdrawal according to the table below.

Age	Withdrawal Percentage
[Before 59½]	[0.0%]
[59½ – 64]	[5.0%]
[65 – 69]	[5.0%]
[70 – 74]	[6.0%]
[75 – 79]	[6.0%]
[80 – 84]	[7.0%]
[85 and older]	[7.0%]

Upon the first withdrawal after attainment of age [59½] of the oldest Owner (or youngest Annuitant, in the case of a Non-Natural Owner), the withdrawal percentage will be based on corresponding age in the table above. Withdrawals prior to the attainment of age [59½] of the oldest Owner (or youngest Annuitant, in the case of a Non-Natural Owner) will not impact the determination of the withdrawal percentage. This will occur regardless of whether an Automatic Reset or Owner-Elected Reset occurs.

**Withdrawal of Protected Payment Amount** – While this Rider is in effect, you may withdraw up to the Protected Payment Amount without any adjustment to the Protected Payment Base, until the Rider terminates as specified in the **Termination of Rider** provision of this Rider.

If a withdrawal does not exceed the Protected Payment Amount immediately prior to the withdrawal, the Protected Payment Base will remain unchanged.

**Withdrawals Exceeding Protected Payment Amount** – Except as otherwise provided under the **Withdrawals to Satisfy Required Minimum Distribution** provision of this Rider, if a withdrawal exceeds the Protected Payment Amount immediately prior to that withdrawal, we will reduce the Protected Payment Base. This adjustment will occur immediately following the withdrawal according to the following calculation:

- Determine excess withdrawal amount ("A") where A equals total withdrawal amount (including any applicable withdrawal charge or Market Value Adjustment) minus the Protected Payment Amount immediately prior to the withdrawal;
- Determine ratio for proportionate reduction ("B") where B equals A divided by (Contract Value immediately prior to the withdrawal minus Protected Payment Amount immediately prior to the withdrawal);

- (c) Determine the new Protected Payment Base which equals (Protected Payment Base immediately prior to the withdrawal) multiplied by (1 minus B). The Protected Payment Base will never be less than zero. If the Contract Value is reduced to zero, the Protected Payment Base will be reduced to zero.

WITHDRAWALS EXCEEDING THE PROTECTED PAYMENT AMOUNT COULD REDUCE FUTURE BENEFITS BY MORE THAN THE DOLLAR AMOUNT OF THE WITHDRAWAL.

The amount available for withdrawal under the Contract must be sufficient to support any withdrawal that would otherwise exceed the Protected Payment Amount.

Withdrawals Taken Prior to Age [59 ½] – If a withdrawal is taken and the oldest Owner (or youngest Annuitant, in the case of a Non-Natural Owner) is younger than age [59 ½], we will reduce the Protected Payment Base. This adjustment will occur immediately following the withdrawal according to the following calculation:

- (a) Determine excess withdrawal amount ("A") where A equals total withdrawal amount (including any applicable withdrawal charge);
- (b) Determine ratio for proportionate reduction ("B") where B equals A divided by the Contract Value immediately prior to the withdrawal;
- (c) Determine the new Protected Payment Base which equals the lesser of:
1. The Protected Payment Base immediately prior to the withdrawal multiplied by (1 minus B); or
  2. The Protected Payment Base immediately prior to the withdrawal minus the total withdrawal amount (including any applicable withdrawal charge).

The Protected Payment Base will never be less than zero. WITHDRAWALS TAKEN PRIOR TO AGE 59 ½ COULD REDUCE FUTURE BENEFITS BY MORE THAN THE DOLLAR AMOUNT OF THE WITHDRAWAL.

**Withdrawals to Satisfy Required Minimum Distribution** – No adjustment will be made to the Protected Payment Base if a withdrawal made under this Rider exceeds the Protected Payment Amount immediately prior to the withdrawal, provided that such withdrawal (herein referred to as an "**RMD withdrawal**") is for purposes of satisfying the minimum distribution requirements of Internal Revenue Code Section 401(a)(9) and related Code provisions in effect on the Rider Effective Date, and further subject to the following:

- (a) you have authorized us to calculate and make periodic distribution of the Annual RMD Amount for the Calendar Year required based on the payment frequency you have chosen;
- (b) the Annual RMD Amount is based on this Contract only; and
- (c) no withdrawals (other than RMD withdrawals) are made from the Contract during the Contract Year.

**Depletion of Contract Value** – If the oldest Owner (or youngest Annuitant, in the case of a Non-Natural Owner) was age [59 ½] or older, and a withdrawal (including an RMD withdrawal) does not exceed the Protected Payment Amount immediately prior to the withdrawal and reduces the Contract Value to zero, the following will apply:

- (a) the Protected Payment Amount will be paid each year until the day of the first death of an Owner or the date of death of the sole surviving Annuitant. The payments will be made under a series of pre-authorized withdrawals under a payment frequency, as elected by the Owner, but no less frequently than annually;
- (b) no additional Purchase Payments will be accepted under the Contract;
- (c) no additional withdrawals will be permitted under the Contract;
- (d) the Contract will cease to provide any death benefit;

(e) any remaining Guaranteed Minimum Surrender Value ("GMSV") will be paid as a lump sum.

If the oldest Owner (or youngest Annuitant, in the case of a Non-Natural Owner) is younger than age [59 ½], and a withdrawal reduces the Contract Value to zero, this Rider will terminate.

**Automatic Reset** – On each Contract Anniversary while this Rider is in effect and before the Annuity Date, we will automatically reset the Protected Payment Base if the Protected Payment Base is less than the Contract Value on that Contract Anniversary.

The Protected Payment Base will be reset to an amount equal to 100% of the Contract Value.

The annual charge percentage may change as a result of any automatic reset. (See **Change in Annual Charge** provision). We will provide you with written confirmation of each ~~a~~Automatic ~~r~~Reset.

**Automatic Reset – Opt-Out Election** – If you are within [sixty (60)] days after a Contract Anniversary on which an automatic reset is effective, you have the option to reinstate the Protected Payment Base, Protected Payment Amount, and the annual charge percentage to their respective amounts immediately before the ~~a~~Automatic ~~r~~Reset.

If you elect this option, your opt-out election must be received, in a form satisfactory to us, at our Service Center within the same [sixty (60)] day period after the Contract Anniversary on which the ~~r~~Reset is effective.

Any future automatic resets will continue in effect in accordance with the **Automatic Reset** provision of this Rider.

**Automatic Reset – Future Participation** – You may elect not to participate in future ~~a~~Automatic ~~r~~Resets at any time. Your election must be received, in a form satisfactory to us, at our Service Center, while this Rider is in effect and before the Annuity Date. Such election will be effective for future Contract Anniversaries.

If you previously elected not to participate in ~~a~~Automatic ~~r~~Resets, you may elect to participate in future ~~a~~Automatic ~~r~~Resets at any time. Your election to resume participation must be received, in a form satisfactory to us, at our Service Center while this Rider is in effect and before the Annuity Date. Such election will be effective for future Contract Anniversaries as described in the **Automatic Reset** provision.

**Owner-Elected Resets (Non-Automatic)** – You may, on any Contract Anniversary after the Rider Effective Date or the most recent Reset Date, whichever is later, elect to reset the Protected Payment Base to an amount equal to 100% of the Contract Value as of that Contract Anniversary. The annual charge percentage may change if you elect this reset option. (See **Change in Annual Charge** provision).

On each Reset Date we will set the Protected Payment Base to an amount equal to 100% of the Contract Value as of that Reset Date.

If you elect this option, your election must be received, in a form satisfactory to us, at our Service Center within [sixty (60)] days after the Contract Anniversary on which the reset is effective. This option may result in a reduction in the Protected Payment Base and Protected Payment Amount. We will provide you with written confirmation of your election.

**Application of Rider Provisions** – On and after each Reset Date, the provisions of this Rider shall apply in the same manner as they applied when the Rider was originally issued. Eligibility for the annual credit. ~~T~~he limitations and restrictions on Purchase Payments and withdrawals, the deduction of annual charges and any future reset options available on and after each Reset Date, will again apply and will be measured from that Reset Date.

**Annuitization** – If you annuitize the Contract at the maximum Annuity Date specified in the Contract and this Rider is still in effect at the time of your election and a Life Only fixed annuity option is chosen, the annuity payments will be equal to the greater of:

- (a) the Life Only fixed annual payment amount determined in accordance with the terms of the Contract; or
- (b) the Protected Payment Amount in effect at the maximum Annuity Date.

If you annuitize the Contract at any time prior to the maximum Annuity Date specified in the Contract, your annuity payments will be determined in accordance with the terms of the Contract. The Protected Payment Base and Protected Payment Amount under this Rider will not be used in determining any annuity payments.

**Termination of Rider** – This Rider will automatically terminate upon the earliest to occur of one of the following events:

- (a) the day of death of an Owner or the day of death of the sole surviving Annuitant;
- (b) the day the Contract is terminated in accordance with the provisions of the Contract;
- (c) the day that the Contract Value is reduced to zero as a result of a withdrawal (except an RMD withdrawal) that exceeds the Protected Payment Amount;
- (d) the day that the Contract Value is reduced to zero and the oldest Owner (or youngest Annuitant, in the case of a Non-Natural Owner) is younger than age  $[59 \frac{1}{2}]$ ;
- (e) the Annuity Date;
- (f) the day we are notified of a change in ownership of a non-qualified Contract, excluding
  - (i) changes in ownership to or from certain trusts; or
  - (ii) adding or removing the Owner's spouse to the Contract.

This Rider and the Contract will not terminate if the Contract Value is zero and we are making pre-authorized withdrawals of the Protected Payment Amount. In this case, the Rider and Contract will terminate under subparagraph (a) above.

This Rider does not terminate upon divorce of Joint Owners.

The rider may be voluntarily terminated by the Owner after one year from the Rider Effective Date.

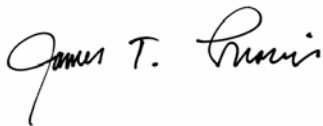
**Rider Effective Date** – This Rider is effective on the Contract Date, unless a later date is shown below.

Rider Effective Date: [Date]

All other terms and conditions of the Contract remain unchanged by this Rider.

**PACIFIC LIFE INSURANCE COMPANY**

[



Chairman and Chief Executive Officer



Secretary]



## GUARANTEED WITHDRAWAL BENEFIT VIII RIDER – SINGLE LIFE

### SAMPLE CALCULATIONS – For Illustration Purposes Only

The numeric examples shown in this section are based on certain assumptions. They have been provided to assist in understanding the benefits provided by this Rider and to demonstrate how Purchase Payments received and withdrawals made from the Contract prior to the Annuity Date affect the values and benefits under this Rider over an extended period of time. **These examples are not intended to serve as projections of future values.**

The values shown in Examples 1 through 4 are based on the following assumptions:

- Rider purchased at Contract issue by a 60-year old Owner
- Automatic resets are shown, if applicable
- Amounts of interest credited are hypothetical

#### Example 1: Setting of Initial Values

Contract Year	Purchase Payment	Withdrawal Amount	Contract Value After Transaction	Protected Payment Base	Protected Payment Amount	Annual Credit
Beginning of Year 1	\$100,000		\$100,000	\$100,000	\$5,000	\$0

#### Example 2: Annual Credit

Contract Year	Purchase Payment	Withdrawal Amount	Contract Value After Transaction	Protected Payment Base	Protected Payment Amount	Annual Credit
Beginning of Year 1	\$100,000		\$100,000	\$100,000	\$5,000	\$0
Beginning of Year 2			\$104,000	\$108,000	\$5,400	\$8,000

- Since no withdrawals were taken during the first Contract Year, an annual credit of \$8,000 (8% x \$100,000) is added to the Protected Payment Base at the beginning of Contract Year 2.

#### Example 3: Withdrawals Not Exceeding the Protected Payment Amount

Contract Year	Purchase Payment	Withdrawal Amount	Contract Value After Transaction	Protected Payment Base	Protected Payment Amount	Annual Credit
Beginning of Year 1	\$100,000		\$100,000	\$100,000	\$5,000	\$0
Beginning of Year 2			\$104,000	\$108,000	\$5,400	\$8,000
Activity		\$5,400	\$98,600	\$108,000	\$0	
Beginning of Year 3			\$102,000	\$108,000	\$5,400	\$0

- Since a withdrawal that does not exceed the Protected Payment Amount takes place in Contract Year 2, the Protected Payment Base remains the same. Also, the annual credit is not added to the Protected Payment Base at the beginning of Contract Year 3.

#### Example 4: Withdrawal Exceeding Protected Payment Amount

Contract Year	Purchase Payment	Withdrawal Amount	Contract Value After Transaction	Protected Payment Base	Protected Payment Amount	Annual Credit
Beginning of Year 1	\$100,000		\$100,000	\$100,000	\$5,000	\$0
Beginning of Year 2			\$104,000	\$108,000	\$5,400	\$8,000
Activity		\$15,000	\$89,000	\$97,492	\$0	
Beginning of Year 3			\$92,000	\$97,492	\$4,875	\$0

- Since a withdrawal of \$15,000 exceeds the Protected Payment Amount in Contract Year 3, the Protected Payment Base is reduced to \$97,492
  - $A = \$9,600 = (\$15,000 - \$5,400)$
  - $B = 0.0973 = (\$9,600 / (\$104,000 - \$5,400))$
  - Protected Payment Base =  $\$97,492 = \$108,000 \times (1 - 0.0973)$
- At the beginning of Contract Year 3, the Protected Payment Amount is reset to \$4,875 ( $5\% \times \$97,492$ )

The values shown in Example 5 are based on the following assumptions:

- Rider purchased at Contract issue by a 55-year old Owner
- Automatic resets are shown, if applicable
- Interest returns are random

#### Example 5: Withdrawal Prior to age [59½]

Contract Year	Owner Age	Purchase Payment	Withdrawal Amount	Contract Value After Transaction	Protected Payment Base	Protected Payment Amount	Annual Credit
Beginning of Year 1	55	\$100,000		\$100,000	\$100,000	\$0	\$0
Beginning of Year 2	56			\$104,000	\$108,000	\$0	\$8,000
Beginning of Year 3	57			\$107,000	\$116,000	\$0	\$8,000
Activity			\$30,000	\$80,000	\$84,367	\$0	
Beginning of Year 4	58			\$83,000	\$84,367	\$0	\$0
Beginning of Year 5	59			\$86,000	\$86,000	\$0	\$0
Activity	59.5 Birthday			\$86,000	\$86,000	\$4,300	
Beginning of Year 6	60			\$89,000	\$92,880	\$4,644	\$6,880

- The Protected Payment Amount is equal to \$0 until the oldest Owner (or youngest Annuitant, in the case of a Non-Natural Owner) reaches age 59.5
- Due to the **early**-withdrawal **prior to age 59.5** of \$30,000 made in Contract Year 3, the Protected Payment Base is reduced to \$84,367
  - Protected Payment Base is reduced based on a pro-rata reduction
    - $A = \$30,000$
    - $B = 0.2727 = \$30,000 / \$110,000$ ;  $\$110,000 = \text{contract value prior to the } \$30,000 \text{ withdrawal}$
    - Protected Payment Base =  $\$84,367 = \$116,000 \times (1 - 0.2727)$
  - Protected Payment Base is reduced by the amount of the early withdrawal
    - Protected Payment Base =  $\$86,000 = \$116,000 - \$30,000$
  - Since \$84,367 is less than \$86,000, the Protected Payment Base is reduced to \$84,367
- At the beginning of Contract Year 5, a Reset takes place since the Contract Value (\$86,000) is greater than the Protected Payment Base (\$84,367). The Protected Payment Amount remains at \$0 since the oldest Owner (or youngest Annuitant, in the case of a Non-Natural Owner) has not reached age 59.5.
- During Contract Year 5, the oldest Owner (or youngest Annuitant, in the case of a Non-Natural Owner) reaches age 59.5. At this time, the Protected Payment Amount is set to \$4,300 ( $5\% \times \$86,000$ ).

- At the beginning of Contract Year 6, the Protected Payment Base is increased by the annual credit of \$6,880 (8% x \$86,000) to \$92,880. The annual credit is applied again because of the Reset at the beginning of Contract Year 5. The Protected Payment Amount is increased to \$4,644.

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**PACIFIC LIFE**

Pacific Life Insurance Company  
[700 Newport Center Drive  
Newport Beach, CA 92660  
(800) 722-4448]

## **GUARANTEED WITHDRAWAL BENEFIT VIII RIDER – JOINT LIFE**

**Pacific Life Insurance Company**, a stock company, (hereinafter referred to as “we”, “us”, “our”, and the “Company”) has issued this guaranteed minimum withdrawal benefit Rider as a part of the annuity Contract to which it is attached.

All provisions of the Contract that do not conflict with this Rider apply to this Rider. In the event of any conflict between the provisions of this Rider and the provisions of the Contract, the provisions of this Rider shall prevail over the provisions of the Contract.

**The purpose of the guaranteed living benefit provided under this Rider is to provide security through a stream of income payments to the Owner. This Rider will terminate upon assignment or a change in ownership of the contract unless the new assignee or Owner meets the qualifications specified in the Termination of Rider provision.**

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## **RIDER SPECIFICATIONS**

**Annual Charge Percentage: [0.65%]**

**Maximum Annual Charge Percentage: 1.50%**

The initial Annual Charge percentage is guaranteed under the conditions stated in this Rider and in effect when it was set. Utilization of resets may increase the Annual Charge percentage, subject to the maximum Annual Charge percentage in this Rider. For a complete description of the charges and deductions shown above, refer to the **Annual Charge** provision of this Rider.

**Withdrawal Percentage:** The withdrawal percentage is determined according to the table below based on the youngest Designated Life at the time of the first withdrawal.

If a withdrawal occurs after an Automatic Reset or Owner-Elected Reset, the withdrawal percentage will be based on the youngest Designated Life at the time of withdrawal according to the table below.

<b>Age</b>	<b>Withdrawal Percentage</b>
[Before 59½]	[0.0%]
[59½ – 64]	[4.5%]
[65 – 69]	[4.5%]
[70 – 74]	[5.5%]
[75 – 79]	[5.5%]
[80 – 84]	[6.5%]
[85 and older]	[6.5%]

Upon the first withdrawal after attainment of age [59½] of the youngest Designated Life, the withdrawal percentage will be based on the corresponding age in the table above. Withdrawals prior to the attainment of age [59½] of the youngest Designated Life will not impact the determination of the withdrawal percentage. This will occur regardless of whether an Automatic Reset or Owner-Elected Reset occurs.

**Definition of Terms** – Unless redefined below, the terms defined in the Contract will have the same meaning when used in this Rider. For purposes of this Rider, the following definitions apply:

**Annual RMD Amount** – The amount required to be distributed each Calendar Year for purposes of satisfying the minimum distribution requirements of Internal Revenue Code Section 401(a)(9) and related Code provisions in effect on the Rider Effective Date.

**Designated Lives** (each a “**Designated Life**”) – Designated Lives must be natural persons who are each other’s spouses on the Rider Effective Date. Designated Lives will remain unchanged while this Rider is in effect.

To be eligible for lifetime benefits, a Designated Life must:

- (a) be the Owner (or the Annuitant, in the case of a custodial owned IRA or TSA); or
- (b) meet the following two conditions:
  - (i) remain the spouse of the other Designated Life; and
  - (ii) be the first in the line of succession as determined under the Contract for payment of any death benefit.

**Protected Payment Amount** – The maximum amount that can be withdrawn under this Rider without reducing the Protected Payment Base.

The Protected Payment Amount is equal to the withdrawal percentage described in the **Withdrawal Percentage** provision multiplied by the Protected Payment Base as of that day, less cumulative withdrawals during the Contract Year.

The Protected Payment Amount will never be less than zero. Any Protected Payment Amount that is not withdrawn during a Contract Year may not be withdrawn in a subsequent contract year. Upon telephone or written request we will provide you with the Protected Payment Amount as of that day.

**Protected Payment Base** – An amount used to determine the Protected Payment Amount. The Protected Payment Base will never be less than zero and will remain unchanged except as otherwise described under the provisions of this Rider. THE PROTECTED PAYMENT BASE CANNOT BE WITHDRAWN AS A LUMP SUM, IS NOT PAYABLE AS A DEATH BENEFIT, AND IS NOT USED IN CALCULATING ANY ANNUITY OPTION AVAILABLE UNDER THE CONTRACT.

**Reset Date** – Any Contract Anniversary after the Rider Effective Date on which an Automatic Reset or an Owner-Elected Reset occurs.

**Spouse** – The Owner’s spouse, who is treated as the Owner’s spouse pursuant to federal law.

**Surviving Spouse** – The surviving spouse of the deceased Owner.

For purposes of this Rider, the term “**withdrawal**” includes any applicable withdrawal charges, Market Value Adjustment, and charges for premium taxes and/or other taxes, if applicable. Amounts withdrawn under this Rider will reduce the Contract Value by the amount withdrawn and will be subject to the same conditions, limitations, restrictions and all other fees, charges and deductions, if applicable, as withdrawals otherwise made under the provisions of the Contract.

**Guaranteed Withdrawal Benefit VIII Rider – Joint Life** – You have purchased a Guaranteed Withdrawal Benefit VIII Rider – Joint Life. Subject to the terms and conditions described herein, this Rider:

- (a) allows for withdrawals up to the Protected Payment Amount without any adjustment to the Protected Payment Base, until the death of all Designated Lives eligible for lifetime benefits, subject to the provisions of this rider;

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~~(a)(b)~~ Provides for an annual credit to be applied to the Protected Payment Base as described under the **Annual Credit** provision of this Rider;

~~(b)(c)~~ allows for withdrawals for purposes of satisfying the minimum distribution requirements of Internal Revenue Code Section 401(a)(9) and related Code provisions in effect on the Rider Effective Date, regardless of the amount, without any adjustment to the Protected Payment Base, subject to certain conditions as described herein;

~~(e)(d)~~ provides for Automatic Annual Resets or Owner-Elected Resets of the Protected Payment Base.

We will provide you with an annual statement that lists the Protected Payment Amount and Protected Payment Base.

**Eligibility** – This Rider may be purchased and added to the Contract on the Contract Issue Date or Contract Anniversary, if available, provided that on the Rider Effective Date:

- (a) the Contract is issued as a:
  - (i) Non-Qualified Contract, except that if the Owner is a trust or other entity, this Rider is not Available; or
  - (ii) Qualified Contract under Code Section 408(a), 408(k), 408A, 408(p) or 403(b), except for an Inherited IRA, Inherited Roth IRA, Inherited TSA, 401(a), 401(k), Individual(k), Keogh, or 457 plan.
- (b) the age of each Designated Life is [85] years or younger; and
- (c) the Contract is structured such that upon death of one Designated Life, the surviving Designated Life may retain or assume ownership of the Contract; and
- (d) any Annuitant is a Designated Life; and

For the purposes of meeting the eligibility requirements, Designated Lives must be any one of the following:

- (a) A sole Owner with the Owner's spouse designated as the sole primary beneficiary; or
- (b) Joint Owners, where the Owners are each other's spouses; or
- (c) If the Contract is issued as a custodial owned IRA or TSA, the beneficial owner must be the Annuitant and the Annuitant's spouse must be designated as the sole primary beneficiary under the Contract. The custodian, under a custodial owned IRA or TSA, for the benefit of the beneficial owner, may be designated as sole primary beneficiary, provided that the spouse of the beneficial owner is the sole primary beneficiary of the custodial account.

**Annual Charge** – An annual charge for expenses related to this Rider will be deducted on the Contract Anniversary. The annual charge is equal to [0.65%] and will not exceed a maximum annual charge percentage of 1.50%.

The charge is deducted, in arrears, on each Contract Anniversary that this Rider remains in effect. The charge is equal to the annual charge percentage multiplied by the Protected Payment Base on the day the charge is deducted. The charge will be deducted from the Contract Value on a proportionate basis relative to the Fixed Account Option Value and the Index-Linked Option Value(s).

The annual charge percentage established on the Rider Effective Date will not change, except as otherwise described in the provisions of this Rider.

If this Rider terminates on a Contract Anniversary, the entire charge for the prior Contract Anniversary will be deducted from the Contract Value on that Contract Anniversary.

If the Rider terminates prior to a Contract Anniversary for reasons other than death ~~of an Owner or death of the~~ sole surviving ~~Annuitant~~Designated Life, we will prorate the charge. The prorated amount will be based on the

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Protected Payment Base as of the day the Rider terminates. Such prorated amount will be deducted from the Contract Value on the earlier of the day the Contract terminates or the Contract Anniversary immediately following the day the Rider terminates.

If the Rider terminates as a result of ~~the death of an Owner or death~~ of the sole surviving ~~Annuitant~~ Designated Life, any annual charge deducted between the date of death and the Notice Date will be prorated as applicable to the date of death and added to the Contract Value on the Notice Date.

We will waive the charge for the current year in the following cases:

- (a) upon full annuitization of the Contract;
- (b) after the Contract Value is zero.

ANY PORTION OF THE CHARGE APPLICABLE TO AN INDEX-LINKED OPTION WILL BE DEDUCTED EVEN IF THERE HAS BEEN NO INDEX-LINKED INTEREST CREDITED TO THAT INDEX-LINKED OPTION.

**Change in Annual Charge** – The annual charge percentage, and corresponding deduction, may change as a result of any Automatic Reset or Owner-Elected reset. The annual charge percentage will never exceed the annual charge percentage then in effect for new issues of this same Rider. If we are no longer issuing this Rider, any change in the annual charge percentage will not result in an annual charge percentage that exceeds the maximum annual charge percentage specified in the **Annual Charge** provision.

If the Protected Payment Base is never reset, the annual charge percentage established on the Rider Effective Date is guaranteed not to change.

**Initial Values** – The Protected Payment Base is initially determined on the Rider Effective Date. On the Rider Effective Date, the Protected Payment Base is equal to the Initial Purchase Payment or, if effective on a Contract Anniversary, the Contract Value on that Contract Anniversary.

**Subsequent Purchase Payments** – Purchase Payments received after the Rider Effective Date will result in an increase in the Protected Payment Base by the amount of the Purchase Payment.

**Annual Credit** – On each Contract Anniversary after the Rider Effective Date, an annual credit will be applied to the Protected Payment Base if, as of that Contract Anniversary:

- (a) no withdrawals have occurred after the Rider Effective Date or the most recent Reset Date, whichever is later; and
- (b) that Contract Anniversary is within the first ten (10) Contract Anniversaries, measured from the Rider Effective Date or the most recent Reset Date, whichever is later.

The annual credit is equal to [8.0%] of the sum of (A) and (B) as of the Contract Anniversary on which the credit is added, where: amount is calculated as follows:

(A) is [8.0%] of the total Protected Payment Base on the Rider Effective Date or the most recent Reset Date, whichever is later.  
Purchase Payments if the Rider is added to the Contract at contract issue; or

(B) is cumulative Purchase Payments received after the Rider Effective Date or the most recent Reset Date, whichever is later.  
[8.0%] of the Contract Value on the Effective Date the Rider is added to the Contract.

Once a withdrawal has occurred, no annual credit will be applied to the Protected Payment Base on any Contract Anniversary following the withdrawal, unless an Automatic Reset or an Owner-Elected Reset occurs, in which case eligibility for the annual credit will begin as of the Reset Date. ~~The annual credit will be equal to [8.0%] of the Protected Payment Base as of the Reset Date.~~



**Withdrawal Percentage** – The withdrawal percentage is determined according to the table below based on the youngest Designated Life at the time of the first withdrawal.

If a withdrawal occurs after an Automatic Reset or Owner-Elected Reset, the withdrawal percentage will be based on the youngest Designated Life at the time of withdrawal according to the table below.

Age	Withdrawal Percentage
[Before 59½]	[0.0%]
[59½ – 64]	[4.5%]
[65 – 69]	[4.5%]
[70 – 74]	[5.5%]
[75 – 79]	[5.5%]
[80 – 84]	[6.5%]
[85 and older]	[6.5%]

Upon the first withdrawal after attainment of age [59½] of the youngest Designated Life, the withdrawal percentage will be based on the corresponding age in the table above. Withdrawals prior to the attainment of age [59½] of the youngest Designated Life will not impact the determination of the withdrawal percentage. This will occur regardless of whether an Automatic Reset or Owner-Elected Reset occurs.

**Withdrawal of Protected Payment Amount** – While this Rider is in effect, you may withdraw up to the Protected Payment Amount without any adjustment to the Protected Payment Base, until the Rider terminates as specified in the **Termination of Rider** provision of this Rider.

If a withdrawal does not exceed the Protected Payment Amount immediately prior to the withdrawal, the Protected Payment Base will remain unchanged.

**Withdrawals Exceeding Protected Payment Amount** – Except as otherwise provided under the **Withdrawals to Satisfy Required Minimum Distribution** provision of this Rider, if a withdrawal exceeds the Protected Payment Amount immediately prior to that withdrawal, we will reduce the Protected Payment Base. This adjustment will occur immediately following the withdrawal according to the following calculation:

- Determine excess withdrawal amount ("A") where A equals total withdrawal amount (including any applicable withdrawal charge and Market Value Adjustment) minus the Protected Payment Amount immediately prior to the withdrawal;
- Determine ratio for proportionate reduction ("B") where B equals A divided by (Contract Value immediately prior to the withdrawal minus Protected Payment Amount immediately prior to the withdrawal);
- Determine the new Protected Payment Base which equals (Protected Payment Base immediately prior to the withdrawal) multiplied by (1 minus B). The Protected Payment Base will never be less than zero. If the Contract Value is reduced to zero, the Protected Payment Base will be reduced to zero.

WITHDRAWALS EXCEEDING THE PROTECTED PAYMENT AMOUNT COULD REDUCE FUTURE BENEFITS BY MORE THAN THE DOLLAR AMOUNT OF THE WITHDRAWAL.

The amount available for withdrawal under the Contract must be sufficient to support any withdrawal that would otherwise exceed the Protected Payment Amount.

**Withdrawals Taken Prior to Age [59 ½]** – If a withdrawal is taken and the youngest Designated Life is younger than age [59 ½], we will reduce the Protected Payment Base. This adjustment will occur immediately following the withdrawal according to the following calculation:

- Determine excess withdrawal amount ("A") where A equals total withdrawal amount (including any applicable withdrawal charge);

(b) Determine ratio for proportionate reduction ("B") where B equals A divided by the Contract Value immediately prior to the withdrawal;

(c) Determine the new Protected Payment Base which equals the lesser of:

1. The Protected Payment Base immediately prior to the withdrawal multiplied by (1 minus B); or
2. The Protected Payment Base immediately prior to the withdrawal minus the total withdrawal amount (including any applicable withdrawal charge).

The Protected Payment Base will never be less than zero. WITHDRAWALS TAKEN PRIOR TO AGE 59 ½ COULD REDUCE FUTURE BENEFITS BY MORE THAN THE DOLLAR AMOUNT OF THE WITHDRAWAL.

**Withdrawals to Satisfy Required Minimum Distribution** – No adjustment will be made to the Protected Payment Base if a withdrawal made under this Rider exceeds the Protected Payment Amount immediately prior to the withdrawal, provided that such withdrawal (herein referred to as an "**RMD withdrawal**") is for purposes of satisfying the minimum distribution requirements of Internal Revenue Code Section 401(a)(9) and related Code provisions in effect on the Rider Effective Date, and further subject to the following:

- (a) you have authorized us to calculate and make periodic distribution of the Annual RMD Amount for the Calendar Year required based on the payment frequency you have chosen;
- (b) the Annual RMD Amount is based on this Contract only; and
- (c) no withdrawals (other than RMD withdrawals) are made from the Contract during the Contract Year; and
- (d) the youngest Designated Life is age [59 ½] or older.

**Depletion of Contract Value** – If the youngest Designated Life is age [59 ½] or older, and a withdrawal (including an RMD withdrawal) does not exceed the Protected Payment Amount immediately prior to the withdrawal and reduces the Contract Value to zero, the following will apply:

- (a) the Protected Payment Amount will be paid each year until the death of all Designated Lives eligible for lifetime benefits. The payments will be made under a series of pre-authorized withdrawals under a payment frequency, as elected by the Owner, but no less frequently than annually;
- (b) no additional Purchase Payments will be accepted under the Contract;
- (c) no additional withdrawals will be permitted under the Contract;
- (d) the Contract will cease to provide any death benefit;
- (e) any remaining Guaranteed Minimum Surrender Value ("GMSV") will be paid as a lump sum.

If the youngest Designated Life is younger than age [59 ½], and a withdrawal (including an RMD withdrawal) reduces the Contract Value to zero, this Rider will terminate.

**Automatic Reset** – On each Contract Anniversary while this Rider is in effect and before the Annuity Date, we will automatically reset the Protected Payment Base if the Protected Payment Base is less than the Contract Value on that Contract Anniversary.

The Protected Payment Base will be reset to an amount equal to 100% of the Contract Value.

The annual charge percentage may change as a result of any Automatic Reset. (See **Change in Annual Charge** provision). We will provide you with written confirmation of each **aAutomatic rReset**.

**Automatic Reset – Opt-Out Election** – If you are within [sixty (60)] days after a Contract Anniversary on which an automatic reset is effective, you have the option to reinstate the Protected Payment Base, Protected Payment

Amount, and the annual charge percentage to their respective amounts immediately before the ~~a~~Automatic ~~r~~Reset.

If you elect this option, your opt-out election must be received, in a form satisfactory to us, at our Service Center within the same [sixty (60)] day period after the Contract Anniversary on which the reset is effective.

Any future ~~a~~Automatic ~~r~~Resets will continue in effect in accordance with the **Automatic Reset** provision of this Rider.

**Automatic Reset – Future Participation** – You may elect not to participate in future ~~a~~Automatic ~~r~~Resets at any time. Your election must be received, in a form satisfactory to us, at our Service Center, while this Rider is in effect and before the Annuity Date. Such election will be effective for future Contract Anniversaries.

If you previously elected not to participate in ~~a~~Automatic ~~r~~Resets, you may elect to participate in future ~~a~~Automatic ~~r~~Resets at any time. Your election to resume participation must be received, in a form satisfactory to us, at our Service Center while this Rider is in effect and before the Annuity Date. Such election will be effective for future Contract Anniversaries as described in the **Automatic Reset** provision.

**Owner-Elected Resets (Non-Automatic)** – You may, on any Contract Anniversary after the Rider Effective Date or the most recent Reset Date, whichever is later, elect to reset the Protected Payment Base to an amount equal to 100% of the Contract Value as of that Contract Anniversary. The annual charge percentage may change if you elect this reset option. (See **Change in Annual Charge** provision).

On each Reset Date we will set the Protected Payment Base to an amount equal to 100% of the Contract Value as of that Reset Date.

If you elect this option, your election must be received, in a form satisfactory to us, at our Service Center within [sixty (60)] days after the Contract Anniversary on which the Reset is effective. This option may result in a reduction in the Protected Payment Base and Protected Payment Amount. We will provide you with written confirmation of your election.

**Application of Rider Provisions** – On and after each Reset Date, the provisions of this Rider shall apply in the same manner as they applied when the Rider was originally issued. ~~Eligibility for the annual credit. The~~ limitations and restrictions on Purchase Payments and withdrawals, the deduction of annual charges and any future reset options available on and after each Reset Date, will again apply and will be measured from that Reset Date.

**Annuitization** – If you annuitize the Contract at the maximum Annuity Date specified in the Contract and this Rider is still in effect at the time of your election and a Life Only fixed annuity option is chosen, the annuity payments will be equal to the greater of:

- (a) the Life Only fixed annual payment amount determined in accordance with the terms of the Contract; or
- (b) the Protected Payment Amount in effect at the maximum Annuity Date.

If you annuitize the Contract at any time prior to the maximum Annuity Date specified in the Contract, your annuity payments will be determined in accordance with the terms of the Contract. The Protected Payment Base and Protected Payment Amount under this Rider will not be used in determining any annuity payments.

**Continuation of Rider if Surviving Spouse Continues Contract** – If the Owner dies while this Rider is in effect and if the surviving spouse of the deceased Owner (who is also a Designated Life eligible for lifetime benefits) elects to continue the Contract in accordance with its terms, the surviving spouse may continue to take withdrawals of the current Protected Payment Amount under this Rider, until the day of death of such surviving spouse. If no withdrawals have occurred since the Rider Effective Date, the withdrawal percentage and corresponding Protected Payment Amount will be based on age when the surviving spouse takes a withdrawal. The surviving spouse may elect any of the reset options available under this Rider for subsequent Contract Anniversaries.

**Ownership and Beneficiary Changes** – Changes in Contract Owner(s), Annuitant and/or Beneficiary designations, and changes in marital status may adversely affect the benefits of this Rider.

**Termination of Rider** – Except as otherwise provided under the **Continuation of Rider if Surviving Spouse Continues Contract** provision of this Rider, this Rider will automatically terminate upon the earliest to occur of one of the following events:

- (a) the day of death of all Designated Lives eligible for lifetime benefits;
- (b) upon the death of the first Designated Life, if a death benefit is payable and a spouse who chooses to continue the contract is not a Designated Life eligible for lifetime benefits;
- (c) upon the death of the first Designated Life, if a death benefit is payable and the Contract is not continued according to the **Continuation of Rider if Surviving Spouse Continues Contract** provision;
- (d) if both Designated Lives are Joint Owners and there is a change in marital status, the Rider will terminate upon the death of the first Designated Life eligible for lifetime benefits and who is also an Owner;
- (e) the day the Contract is terminated in accordance with the provisions of the Contract;
- (f) the day that neither Designated Life is an Owner (or Annuitant, in the case of a custodial owned IRA or TSA);
- (g) the Annuity Date;
- (h) the day that the Contract Value is reduced to zero as a result of a withdrawal (except an RMD withdrawal) that exceeds the Protected Payment Amount; or
- (i) the day that the Contract Value is reduced to zero and the youngest Designated Life is younger than age [59 ½].

This Rider does not terminate upon divorce of Joint Owners.

This Rider and the Contract will not terminate if the Contract Value is zero and we are making pre-authorized withdrawals of the Protected Payment Amount.

The rider may be voluntarily terminated by the Owner after one year from the Rider Effective Date.

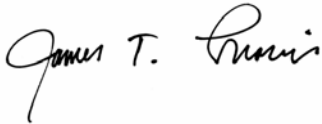
**Rider Effective Date** – This Rider is effective on the Contract Date, unless a later date is shown below.

Rider Effective Date: [Date]

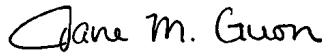
All other terms and conditions of the Contract remain unchanged by this Rider.

**PACIFIC LIFE INSURANCE COMPANY**

[



Chairman and Chief Executive Officer



Secretary]

## GUARANTEED WITHDRAWAL BENEFIT VIII RIDER – JOINT LIFE

### SAMPLE CALCULATIONS – For Illustration Purposes Only

The numeric examples shown in this section are based on certain assumptions. They have been provided to assist in understanding the benefits provided by this Rider and to demonstrate how Purchase Payments received and withdrawals made from the Contract prior to the Annuity Date affect the values and benefits under this Rider over an extended period of time. **These examples are not intended to serve as projections of future values.**

The values shown in Examples 1 through 4 are based on the following assumptions:

- Rider purchased at Contract issue and the youngest Designated Life is age 60
- Automatic Resets are shown, if applicable
- Amounts of interest credited are hypothetical

#### Example 1: Setting of Initial Values

Contract Year	Purchase Payment	Withdrawal Amount	Contract Value After Transaction	Protected Payment Base	Protected Payment Amount	Annual Credit
Beginning of Year 1	\$100,000		\$100,000	\$100,000	\$5,000	\$0

#### Example 2: Annual Credit

Contract Year	Purchase Payment	Withdrawal Amount	Contract Value After Transaction	Protected Payment Base	Protected Payment Amount	Annual Credit
Beginning of Year 1	\$100,000		\$100,000	\$100,000	\$5,000	\$0
Beginning of Year 2			\$104,000	\$108,000	\$5,400	\$8,000

- Since no withdrawals were taken during the first Contract Year, an annual credit of \$8,000 (8% x \$100,000) is added to the Protected Payment Base at the beginning of Contract Year 2.

#### Example 3: Withdrawals Not Exceeding the Protected Payment Amount

Contract Year	Purchase Payment	Withdrawal Amount	Contract Value After Transaction	Protected Payment Base	Protected Payment Amount	Annual Credit
Beginning of Year 1	\$100,000		\$100,000	\$100,000	\$5,000	\$0
Beginning of Year 2			\$104,000	\$108,000	\$5,400	\$8,000
Activity		\$5,400	\$98,600	\$108,000	\$0	
Beginning of Year 3			\$102,000	\$108,000	\$5,400	\$0

- Since a withdrawal that does not exceed the Protected Payment Amount takes place in Contract Year 2, the Protected Payment Base remains the same. Also, the annual credit is not added to the Protected Payment Base at the beginning of Contract Year 3.

#### Example 4: Withdrawal Exceeding Protected Payment Amount

Contract Year	Purchase Payment	Withdrawal Amount	Contract Value After Transaction	Protected Payment Base	Protected Payment Amount	Annual Credit
Beginning of Year 1	\$100,000		\$100,000	\$100,000	\$5,000	\$0
Beginning of Year 2			\$104,000	\$108,000	\$5,400	\$8,000
Activity		\$15,000	\$89,000	\$97,492	\$0	
Beginning of Year 3			\$92,000	\$97,492	\$4,875	\$0

- Since a withdrawal of \$15,000 exceeds the Protected Payment Amount in Contract Year 3, the Protected Payment Base is reduced to \$97,492
  - $A = \$9,600 = (\$15,000 - \$5,400)$
  - $B = 0.0973 = (\$9,600 / (\$104,000 - \$5,400))$
  - Protected Payment Base =  $\$97,492 = \$108,000 \times (1 - 0.0973)$
- At the beginning of Contract Year 3, the Protected Payment Amount is reset to \$4,875 ( $5\% \times \$97,492$ )

The values shown in Example 5 are based on the following assumptions:

- Rider purchased at Contract issue by a 55-year old Owner
- Automatic resets are shown, if applicable
- Interest returns are random

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#### Example 5: Withdrawal Prior to age [59½]

Contract Year	Owner Age	Purchase Payment	Withdrawal Amount	Contract Value After Transaction	Protected Payment Base	Protected Payment Amount	Annual Credit
Beginning of Year 1	55	\$100,000		\$100,000	\$100,000	\$0	\$0
Beginning of Year 2	56			\$104,000	\$108,000	\$0	\$8,000
Beginning of Year 3	57			\$107,000	\$116,000	\$0	\$8,000
Activity			\$30,000	\$80,000	\$84,367	\$0	
Beginning of Year 4	58			\$83,000	\$84,367	\$0	\$0
Beginning of Year 5	59			\$86,000	\$86,000	\$0	\$0
Activity	59.5 Birthday			\$86,000	\$86,000	\$4,300	
Beginning of Year 6	60			\$89,000	\$92,880	\$4,644	\$6,880

- The Protected Payment Amount is equal to \$0 until the youngest Designated Life reaches age 59.5
- Due to the **early**-withdrawal **prior to age 59.5** of \$30,000 made in Contract Year 3, the Protected Payment Base is reduced to \$84,367
  - Protected Payment Base is reduced based on a pro-rata reduction
    - $A = \$30,000$
    - $B = 0.2727 = \$30,000 / \$110,000$ ; \$110,000 = contract value prior to the \$30,000 withdrawal
    - Protected Payment Base =  $\$84,367 = \$116,000 \times (1 - 0.2727)$
  - Protected Payment Base is reduced by the amount of the early withdrawal
    - Protected Payment Base =  $\$86,000 = \$116,000 - \$30,000$
  - Since \$84,367 is less than \$86,000, the Protected Payment Base is reduced to \$84,367
- At the beginning of Contract Year 5, a Reset takes place since the Contract Value (\$86,000) is greater than the Protected Payment Base (\$84,367). The Protected Payment Amount remains at \$0 since the youngest Designated Life has not reached age 59.5.
- During Contract Year 5, the youngest Designated Life reaches age 59.5. At this time, the Protected Payment Amount is set to \$4,300 ( $5\% \times \$86,000$ ).
- At the beginning of Contract Year 6, the Protected Payment Base is increased by the annual credit of \$6,880 ( $8\% \times \$86,000$ ) to \$92,880. The annual credit is applied again because of the Reset at the beginning of Contract Year 5. The Protected Payment Amount is increased to \$4,644.



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SERFF Tracking Number: PACL-127281381 State: Arkansas

Filing Company: Pacific Life Insurance Company State Tracking Number: 49504

Company Tracking Number: 30-1209

TOI: A02I Individual Annuities- Deferred Non- Sub-TOI: A02I.004 Modified Single Premium Variable

Product Name: Individual Limited Premium Deferred Fixed Annuity Contract

Project Name/Number: Individual Limited Premium Deferred Fixed Annuity Contract/30-1209

## Superseded Schedule Items

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Creation Date:	Schedule	Schedule Item Name	Replacement Creation Date	Attached Document(s)
08/24/2011	Form	Guaranteed Withdrawal Benefit VIII Rider – Single Life	08/25/2011	20-1210.pdf (Superceded)
06/20/2011	Form	Guaranteed Withdrawal Benefit VIII Rider – Single Life	08/24/2011	20-1210.pdf (Superceded)
08/24/2011	Form	Guaranteed Withdrawal Benefit VIII Rider – Joint Life	08/25/2011	20-1211.pdf (Superceded)
06/20/2011	Form	Guaranteed Withdrawal Benefit VIII Rider – Joint Life	08/24/2011	20-1211.pdf (Superceded)
06/17/2011	Supporting Document	Life & Annuity - Actuarial Memo	08/24/2011	ASC1210.pdf (Superceded) ASC1211.pdf (Superceded) ASC1209 - 20110715.pdf
06/20/2011	Supporting Document	Certification	08/19/2011	AR 1209 CERTS.pdf
08/24/2011	Supporting Document	Statement of Variability	08/25/2011	SV1209.pdf (Superceded) SOV CS1209AR.pdf (Superceded)
06/20/2011	Supporting Document	Statement of Variability	08/24/2011	SV1209.pdf (Superceded)



<i>SERFF Tracking Number:</i>	<i>PACL-127281381</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Pacific Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>49504</i>
<i>Company Tracking Number:</i>	<i>30-1209</i>		
<i>TOI:</i>	<i>A02I Individual Annuities- Deferred Non-Variable</i>	<i>Sub-TOI:</i>	<i>A02I.004 Modified Single Premium</i>
<i>Product Name:</i>	<i>Individual Limited Premium Deferred Fixed Annuity Contract</i>		
<i>Project Name/Number:</i>	<i>Individual Limited Premium Deferred Fixed Annuity Contract/30-1209</i>		

08/24/2011	Supporting Sample Contract Summary Document	08/25/2011	CS1209AR.pdf (Superceded)
08/09/2011	Supporting Sample Contract Summary Document	08/24/2011	CS1209AR.pdf (Superceded)
08/09/2011	Supporting Sample Contract Summary Document	08/09/2011	CS1209AR.pdf (Superceded)



**PACIFIC LIFE**

Pacific Life Insurance Company  
[700 Newport Center Drive  
Newport Beach, CA 92660  
(800) 722-4448]

## **GUARANTEED WITHDRAWAL BENEFIT VIII RIDER – SINGLE LIFE**

**Pacific Life Insurance Company**, a stock company, (hereinafter referred to as “we”, “us”, “our”, and the “Company”) has issued this guaranteed minimum withdrawal benefit Rider as a part of the annuity Contract to which it is attached.

All provisions of the Contract that do not conflict with this Rider apply to this Rider. In the event of any conflict between the provisions of this Rider and the provisions of the Contract, the provisions of this Rider shall prevail over the provisions of the Contract.

**The purpose of the guaranteed living benefit provided under this Rider is to provide security through a stream of income payments to the Owner. This Rider will terminate upon assignment or a change in ownership of the contract unless the new assignee or Owner meets the qualifications specified in the Termination of Rider provision.**

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## **RIDER SPECIFICATIONS**

**Annual Charge Percentage:** [0.65%]

**Maximum Annual Charge Percentage:** 1.50%

The initial Annual Charge percentage is guaranteed under the conditions stated in this Rider and in effect when it was set. Utilization of resets may increase the Annual Charge percentage, subject to the maximum Annual Charge percentage in this Rider. For a complete description of the charges and deductions shown above, refer to the **Annual Charge** provision of this Rider.

**Withdrawal Percentage:** The withdrawal percentage is determined according to the table below based on the oldest Owner's age (or youngest Annuitant, in the case of a Non-Natural Owner) at the time of the first withdrawal.

If a withdrawal occurs after an Automatic Reset or Owner-Elected Reset, the withdrawal percentage will be based on the oldest Owner's age (or youngest Annuitant, in the case of the Non-Natural Owner) at the time of withdrawal according to the table below.

<b>Age</b>	<b>Withdrawal Percentage</b>
[Before 59½]	[0.0%]
[59½ – 64]	[5.0%]
[65 – 69]	[5.0%]
[70 – 74]	[6.0%]
[75 – 79]	[6.0%]
[80 – 84]	[7.0%]
[85 and older]	[7.0%]

Upon the first withdrawal after attainment of age [59½] of the oldest Owner (or youngest Annuitant, in the case of a Non-Natural Owner), the withdrawal percentage will be based on the corresponding age in the table above. Withdrawals prior to the attainment of age [59½] of the oldest Owner (or youngest Annuitant, in the case of a Non-Natural Owner) will not impact the determination of the withdrawal percentage. This will occur regardless of whether an Automatic Reset or Owner-Elected Reset occurs.

**Definition of Terms** – Unless redefined below, the terms defined in the Contract will have the same meaning when used in this Rider. For purposes of this Rider, the following definitions apply:

**Annual RMD Amount** – The amount required to be distributed each Calendar Year for purposes of satisfying the minimum distribution requirements of Internal Revenue Code Section 401(a)(9) and related Code provisions in effect on the Rider Effective Date.

**Protected Payment Amount** – The maximum amount that can be withdrawn under this Rider without reducing the Protected Payment Base.

The Protected Payment Amount is equal to the withdrawal percentage described in the **Withdrawal Percentage** provision multiplied by the Protected Payment Base as of that day, less cumulative withdrawals during the Contract Year.

The Protected Payment Amount will never be less than zero. Any Protected Payment Amount that is not withdrawn during a Contract Year may not be withdrawn in a subsequent contract year. Upon telephone or written request we will provide you with the Protected Payment Amount as of that day.

**Protected Payment Base** – An amount used to determine the Protected Payment Amount. The Protected Payment Base will never be less than zero and will remain unchanged except as otherwise described under the provisions of this Rider. THE PROTECTED PAYMENT BASE CANNOT BE WITHDRAWN AS A LUMP SUM, IS NOT PAYABLE AS A DEATH BENEFIT, AND IS NOT USED IN CALCULATING ANY ANNUITY OPTION AVAILABLE UNDER THE CONTRACT.

**Reset Date** – Any Contract Anniversary after the Rider Effective Date on which an Automatic Reset or an Owner-Elected Reset occurs.

For purposes of this Rider, the term “**withdrawal**” includes any applicable withdrawal charges, Market Value Adjustment, and charges for premium taxes and/or other taxes, if applicable. Amounts withdrawn under this Rider will reduce the Contract Value by the amount withdrawn and will be subject to the same conditions, limitations, restrictions and all other fees, charges and deductions, if applicable, as withdrawals otherwise made under the provisions of the Contract.

**Guaranteed Withdrawal Benefit VIII Rider – Single Life** – You have purchased a Guaranteed Withdrawal Benefit VIII Rider – Single Life. Subject to the terms and conditions described herein, this Rider:

- (a) allows for withdrawals up to the Protected Payment Amount without any adjustment to the Protected Payment Base, until the Rider terminates as specified in the **Termination of Rider** provision of this Rider;
- (b) Provides for an annual credit to be applied to the Protected Payment Base as described under the **Annual Credit** provision of this Rider;
- (c) allows for withdrawals for purposes of satisfying the minimum distribution requirements of Internal Revenue Code Section 401(a)(9) and related Code provisions in effect on the Rider Effective Date, regardless of the amount, without any adjustment to the Protected Payment Base, subject to certain conditions as described herein;
- (d) provides for Automatic Annual Resets or Owner-Elected Resets of the Protected Payment Base.

This Rider may be purchased and added to the Contract on the Contract Date or Contract Anniversary, if available, provided that on the Rider Effective Date: (a) the age of each Annuitant is [85] years or younger; and (b) the Contract is not issued as an Inherited IRA, Inherited Roth IRA, or Inherited TSA.

We will provide you with an annual statement that lists the Protected Payment Amount and Protected Payment Base.

**Annual Charge** – An annual charge for expenses related to this Rider will be deducted on the Contract Anniversary. The annual charge is equal to [0.65%] and will not exceed a maximum annual charge percentage of 1.50%.

The charge is deducted, in arrears, on each Contract Anniversary that this Rider remains in effect. The charge is equal to the annual charge percentage multiplied by the Protected Payment Base on the day the charge is deducted. The charge will be deducted from the Contract Value on a proportionate basis relative to the Fixed Account Option Value and the Index-Linked Option Value(s).

The annual charge percentage established on the Rider Effective Date will not change, except as otherwise described in the provisions of this Rider.

If this Rider terminates on a Contract Anniversary, the entire charge for the prior Contract Anniversary will be deducted from the Contract Value on that Contract Anniversary.

If the Rider terminates prior to a Contract Anniversary for reasons other than death of an Owner or death of the sole surviving Annuitant, we will prorate the charge. The prorated amount will be based on the Protected Payment Base as of the day the Rider terminates. Such prorated amount will be deducted from the Contract Value on the earlier of the day the Contract terminates or the Contract Anniversary immediately following the day the Rider terminates.

If the Rider terminates as a result of the death of an Owner or death of the sole surviving Annuitant, any annual charge deducted between the date of death and the Notice Date will be prorated as applicable to the date of death and added to the Contract Value on the Notice Date.

We will waive the charge for the current year in the following cases:

- (a) upon full annuitization of the Contract;
- (b) after the Contract Value is zero.

ANY PORTION OF THE CHARGE APPLICABLE TO AN INDEX-LINKED OPTION WILL BE DEDUCTED EVEN IF THERE HAS BEEN NO INDEX-LINKED INTEREST CREDITED TO THAT INDEX-LINKED OPTION.

**Change in Annual Charge** – The annual charge percentage, and corresponding deduction, may change as a result of any Automatic Reset or Owner-Elected reset. The annual charge percentage will never exceed the annual charge percentage then in effect for new issues of this same Rider. If we are no longer issuing this Rider, any change in the annual charge percentage will not result in an annual charge percentage that exceeds the maximum annual charge percentage specified in the **Annual Charge** provision.

If the Protected Payment Base is never reset, the annual charge percentage established on the Rider Effective Date is guaranteed not to change.

**Initial Values** – The Protected Payment Base is initially determined on the Rider Effective Date. On the Rider Effective Date, the Protected Payment Base is equal to the Initial Purchase Payment or, if effective on a Contract Anniversary, the Contract Value on that Contract Anniversary.

**Subsequent Purchase Payments** – Purchase Payments received after the Rider Effective Date will result in an increase in the Protected Payment Base by the amount of the Purchase Payment.

**Annual Credit** – On each Contract Anniversary after the Rider Effective Date, an annual credit will be applied to the Protected Payment Base if, as of that Contract Anniversary:

- (a) no withdrawals have occurred after the Rider Effective Date or the most recent Reset Date, whichever is later; and
- (b) that Contract Anniversary is within the first ten (10) Contract Anniversaries, measured from the Rider Effective Date or the most recent Reset Date, whichever is later.

The annual credit amount is equal to [8.0%] of the sum of (A) and (B) as of the Contract Anniversary on which the credit is added, where:

(A) is the Protected Payment Base on the Rider Effective Date or the most recent Reset Date, whichever is later.

(B) is cumulative Purchase Payments received after the Rider Effective Date or the most recent Reset Date, whichever is later.

Once a withdrawal has occurred, no annual credit will be applied to the Protected Payment Base on any Contract Anniversary following the withdrawal, unless an Automatic Reset or an Owner-Elected Reset occurs, in which case eligibility for the annual credit will begin as of the Reset Date.

**Withdrawal Percentage** – The withdrawal percentage is determined according to the table below based on the oldest Owner's age (or youngest Annuitant, in the case of a Non-Natural Owner) at the time of the first withdrawal.

If a withdrawal occurs after an Automatic Reset or Owner-Elected Reset, the withdrawal percentage will be based on the oldest Owner's age (or youngest Annuitant, in the case of the Non-Natural Owner) at the time of withdrawal according to the table below.

Age	Withdrawal Percentage
[Before 59½]	[0.0%]
[59½ – 64]	[5.0%]
[65 – 69]	[5.0%]
[70 – 74]	[6.0%]
[75 – 79]	[6.0%]
[80 – 84]	[7.0%]
[85 and older]	[7.0%]

Upon the first withdrawal after attainment of age [59½] of the oldest Owner (or youngest Annuitant, in the case of a Non-Natural Owner), the withdrawal percentage will be based on corresponding age in the table above. Withdrawals prior to the attainment of age [59½] of the oldest Owner (or youngest Annuitant, in the case of a Non-Natural Owner) will not impact the determination of the withdrawal percentage. This will occur regardless of whether an Automatic Reset or Owner-Elected Reset occurs.

**Withdrawal of Protected Payment Amount** – While this Rider is in effect, you may withdraw up to the Protected Payment Amount without any adjustment to the Protected Payment Base, until the Rider terminates as specified in the **Termination of Rider** provision of this Rider.

If a withdrawal does not exceed the Protected Payment Amount immediately prior to the withdrawal, the Protected Payment Base will remain unchanged.

**Withdrawals Exceeding Protected Payment Amount** – Except as otherwise provided under the **Withdrawals to Satisfy Required Minimum Distribution** provision of this Rider, if a withdrawal exceeds the Protected Payment Amount immediately prior to that withdrawal, we will reduce the Protected Payment Base. This adjustment will occur immediately following the withdrawal according to the following calculation:

- Determine excess withdrawal amount ("A") where A equals total withdrawal amount (including any applicable withdrawal charge or Market Value Adjustment) minus the Protected Payment Amount immediately prior to the withdrawal;
- Determine ratio for proportionate reduction ("B") where B equals A divided by (Contract Value immediately prior to the withdrawal minus Protected Payment Amount immediately prior to the withdrawal);
- Determine the new Protected Payment Base which equals (Protected Payment Base immediately prior to the withdrawal) multiplied by (1 minus B). The Protected Payment Base will never be less than zero. If the Contract Value is reduced to zero, the Protected Payment Base will be reduced to zero.

**WITHDRAWALS EXCEEDING THE PROTECTED PAYMENT AMOUNT COULD REDUCE FUTURE BENEFITS BY MORE THAN THE DOLLAR AMOUNT OF THE WITHDRAWAL.**

The amount available for withdrawal under the Contract must be sufficient to support any withdrawal that would otherwise exceed the Protected Payment Amount.

**Withdrawals Taken Prior to Age [59 ½]** – If a withdrawal is taken and the oldest Owner (or youngest Annuitant, in the case of a Non-Natural Owner) is younger than age [59 ½], we will reduce the Protected Payment Base. This adjustment will occur immediately following the withdrawal according to the following calculation:

- (a) Determine excess withdrawal amount (“A”) where A equals total withdrawal amount (including any applicable withdrawal charge);
- (b) Determine ratio for proportionate reduction (“B”) where B equals A divided by the Contract Value immediately prior to the withdrawal;
- (c) Determine the new Protected Payment Base which equals the lesser of:
  - 1. The Protected Payment Base immediately prior to the withdrawal multiplied by (1 minus B); or
  - 2. The Protected Payment Base immediately prior to the withdrawal minus the total withdrawal amount (including any applicable withdrawal charge).

The Protected Payment Base will never be less than zero. **WITHDRAWALS TAKEN PRIOR TO AGE 59 ½ COULD REDUCE FUTURE BENEFITS BY MORE THAN THE DOLLAR AMOUNT OF THE WITHDRAWAL.**

**Withdrawals to Satisfy Required Minimum Distribution** – No adjustment will be made to the Protected Payment Base if a withdrawal made under this Rider exceeds the Protected Payment Amount immediately prior to the withdrawal, provided that such withdrawal (herein referred to as an “**RMD withdrawal**”) is for purposes of satisfying the minimum distribution requirements of Internal Revenue Code Section 401(a)(9) and related Code provisions in effect on the Rider Effective Date, and further subject to the following:

- (a) you have authorized us to calculate and make periodic distribution of the Annual RMD Amount for the Calendar Year required based on the payment frequency you have chosen;
- (b) the Annual RMD Amount is based on this Contract only; and
- (c) no withdrawals (other than RMD withdrawals) are made from the Contract during the Contract Year.

**Depletion of Contract Value** – If the oldest Owner (or youngest Annuitant, in the case of a Non-Natural Owner) was age [59 ½] or older, and a withdrawal (including an RMD withdrawal) does not exceed the Protected Payment Amount immediately prior to the withdrawal and reduces the Contract Value to zero, the following will apply:

- (a) the Protected Payment Amount will be paid each year until the day of the first death of an Owner or the date of death of the sole surviving Annuitant. The payments will be made under a series of pre-authorized withdrawals under a payment frequency, as elected by the Owner, but no less frequently than annually;
- (b) no additional Purchase Payments will be accepted under the Contract;
- (c) no additional withdrawals will be permitted under the Contract;
- (d) the Contract will cease to provide any death benefit;
- (e) any remaining Guaranteed Minimum Surrender Value (“GMSV”) will be paid as a lump sum.

If the oldest Owner (or youngest Annuitant, in the case of a Non-Natural Owner) is younger than age [59 ½], and a withdrawal reduces the Contract Value to zero, this Rider will terminate.

**Automatic Reset** – On each Contract Anniversary while this Rider is in effect and before the Annuity Date, we will automatically reset the Protected Payment Base if the Protected Payment Base is less than the Contract Value on that Contract Anniversary.

The Protected Payment Base will be reset to an amount equal to 100% of the Contract Value.

The annual charge percentage may change as a result of any automatic reset. (See **Change in Annual Charge** provision). We will provide you with written confirmation of each automatic reset.

**Automatic Reset – Opt-Out Election** – If you are within [sixty (60)] days after a Contract Anniversary on which an automatic reset is effective, you have the option to reinstate the Protected Payment Base, Protected Payment Amount, and the annual charge percentage to their respective amounts immediately before the automatic reset.

If you elect this option, your opt-out election must be received, in a form satisfactory to us, at our Service Center within the same [sixty (60)] day period after the Contract Anniversary on which the reset is effective.

Any future automatic resets will continue in effect in accordance with the **Automatic Reset** provision of this Rider.

**Automatic Reset – Future Participation** – You may elect not to participate in future automatic resets at any time. Your election must be received, in a form satisfactory to us, at our Service Center, while this Rider is in effect and before the Annuity Date. Such election will be effective for future Contract Anniversaries.

If you previously elected not to participate in automatic resets, you may elect to participate in future automatic resets at any time. Your election to resume participation must be received, in a form satisfactory to us, at our Service Center while this Rider is in effect and before the Annuity Date. Such election will be effective for future Contract Anniversaries as described in the **Automatic Reset** provision.

**Owner-Elected Resets (Non-Automatic)** – You may, on any Contract Anniversary after the Rider Effective Date or the most recent Reset Date, whichever is later, elect to reset the Protected Payment Base to an amount equal to 100% of the Contract Value as of that Contract Anniversary. The annual charge percentage may change if you elect this reset option. (See **Change in Annual Charge** provision).

On each Reset Date we will set the Protected Payment Base to an amount equal to 100% of the Contract Value as of that Reset Date.

If you elect this option, your election must be received, in a form satisfactory to us, at our Service Center within [sixty (60)] days after the Contract Anniversary on which the reset is effective. This option may result in a reduction in the Protected Payment Base and Protected Payment Amount. We will provide you with written confirmation of your election.

**Application of Rider Provisions** – On and after each Reset Date, the provisions of this Rider shall apply in the same manner as they applied when the Rider was originally issued. Eligibility for the annual credit, the limitations and restrictions on Purchase Payments and withdrawals, the deduction of annual charges and any future reset options available on and after each Reset Date, will again apply and will be measured from that Reset Date.

**Annuitization** – If you annuitize the Contract at the maximum Annuity Date specified in the Contract and this Rider is still in effect at the time of your election and a Life Only fixed annuity option is chosen, the annuity payments will be equal to the greater of:

- (a) the Life Only fixed annual payment amount determined in accordance with the terms of the Contract; or
- (b) the Protected Payment Amount in effect at the maximum Annuity Date.

If you annuitize the Contract at any time prior to the maximum Annuity Date specified in the Contract, your annuity payments will be determined in accordance with the terms of the Contract. The Protected Payment Base and Protected Payment Amount under this Rider will not be used in determining any annuity payments.



**Termination of Rider** – This Rider will automatically terminate upon the earliest to occur of one of the following events:

- (a) the day of death of an Owner or the day of death of the sole surviving Annuitant;
- (b) the day the Contract is terminated in accordance with the provisions of the Contract;
- (c) the day that the Contract Value is reduced to zero as a result of a withdrawal (except an RMD withdrawal) that exceeds the Protected Payment Amount;
- (d) the day that the Contract Value is reduced to zero and the oldest Owner (or youngest Annuitant, in the case of a Non-Natural Owner) is younger than age [59 ½];
- (e) the Annuity Date;
- (f) the day we are notified of a change in ownership of a non-qualified Contract, excluding
  - (i) changes in ownership to or from certain trusts; or
  - (ii) adding or removing the Owner's spouse to the Contract.

This Rider and the Contract will not terminate if the Contract Value is zero and we are making pre-authorized withdrawals of the Protected Payment Amount. In this case, the Rider and Contract will terminate under subparagraph (a) above.

This Rider does not terminate upon divorce of Joint Owners.

The rider may be voluntarily terminated by the Owner after one year from the Rider Effective Date.

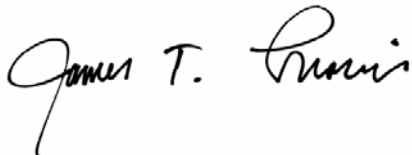
**Rider Effective Date** – This Rider is effective on the Contract Date, unless a later date is shown below.

Rider Effective Date: [Date]

All other terms and conditions of the Contract remain unchanged by this Rider.

**PACIFIC LIFE INSURANCE COMPANY**

[



Chairman and Chief Executive Officer



Secretary]

## GUARANTEED WITHDRAWAL BENEFIT VIII RIDER – SINGLE LIFE

### SAMPLE CALCULATIONS – For Illustration Purposes Only

The numeric examples shown in this section are based on certain assumptions. They have been provided to assist in understanding the benefits provided by this Rider and to demonstrate how Purchase Payments received and withdrawals made from the Contract prior to the Annuity Date affect the values and benefits under this Rider over an extended period of time. **These examples are not intended to serve as projections of future values.**

The values shown in Examples 1 through 4 are based on the following assumptions:

- Rider purchased at Contract issue by a 60-year old Owner
- Automatic resets are shown, if applicable
- Amounts of interest credited are hypothetical

#### Example 1: Setting of Initial Values

Contract Year	Purchase Payment	Withdrawal Amount	Contract Value After Transaction	Protected Payment Base	Protected Payment Amount	Annual Credit
Beginning of Year 1	\$100,000		\$100,000	\$100,000	\$5,000	\$0

#### Example 2: Annual Credit

Contract Year	Purchase Payment	Withdrawal Amount	Contract Value After Transaction	Protected Payment Base	Protected Payment Amount	Annual Credit
Beginning of Year 1	\$100,000		\$100,000	\$100,000	\$5,000	\$0
Beginning of Year 2			\$104,000	\$108,000	\$5,400	\$8,000

- Since no withdrawals were taken during the first Contract Year, an annual credit of \$8,000 (8% x \$100,000) is added to the Protected Payment Base at the beginning of Contract Year 2.

#### Example 3: Withdrawals Not Exceeding the Protected Payment Amount

Contract Year	Purchase Payment	Withdrawal Amount	Contract Value After Transaction	Protected Payment Base	Protected Payment Amount	Annual Credit
Beginning of Year 1	\$100,000		\$100,000	\$100,000	\$5,000	\$0
Beginning of Year 2			\$104,000	\$108,000	\$5,400	\$8,000
Activity		\$5,400	\$98,600	\$108,000	\$0	
Beginning of Year 3			\$102,000	\$108,000	\$5,400	\$0

- Since a withdrawal that does not exceed the Protected Payment Amount takes place in Contract Year 2, the Protected Payment Base remains the same. Also, the annual credit is not added to the Protected Payment Base at the beginning of Contract Year 3.

#### Example 4: Withdrawal Exceeding Protected Payment Amount

Contract Year	Purchase Payment	Withdrawal Amount	Contract Value After Transaction	Protected Payment Base	Protected Payment Amount	Annual Credit
Beginning of Year 1	\$100,000		\$100,000	\$100,000	\$5,000	\$0
Beginning of Year 2			\$104,000	\$108,000	\$5,400	\$8,000
Activity		\$15,000	\$89,000	\$97,492	\$0	
Beginning of Year 3			\$92,000	\$97,492	\$4,875	\$0

- Since a withdrawal of \$15,000 exceeds the Protected Payment Amount in Contract Year 3, the Protected Payment Base is reduced to \$97,492
  - $A = \$9,600 = (\$15,000 - \$5,400)$
  - $B = 0.0973 = (\$9,600 / (\$104,000 - \$5,400))$
  - Protected Payment Base = \$97,492 =  $\$108,000 \times (1 - 0.0973)$
- At the beginning of Contract Year 3, the Protected Payment Amount is reset to \$4,875 ( $5\% \times \$97,492$ )

The values shown in Example 5 are based on the following assumptions:

- Rider purchased at Contract issue by a 55-year old Owner
- Automatic resets are shown, if applicable
- Interest returns are random

#### Example 5: Withdrawal Prior to age [59½]

Contract Year	Owner Age	Purchase Payment	Withdrawal Amount	Contract Value After Transaction	Protected Payment Base	Protected Payment Amount	Annual Credit
Beginning of Year 1	55	\$100,000		\$100,000	\$100,000	\$0	\$0
Beginning of Year 2	56			\$104,000	\$108,000	\$0	\$8,000
Beginning of Year 3	57			\$107,000	\$116,000	\$0	\$8,000
Activity			\$30,000	\$80,000	\$84,367	\$0	
Beginning of Year 4	58			\$83,000	\$84,367	\$0	\$0
Beginning of Year 5	59			\$86,000	\$86,000	\$0	\$0
Activity	59.5 Birthday			\$86,000	\$86,000	\$4,300	
Beginning of Year 6	60			\$89,000	\$92,880	\$4,644	\$6,880

- The Protected Payment Amount is equal to \$0 until the oldest Owner (or youngest Annuitant, in the case of a Non-Natural Owner) reaches age 59.5
- Due to the withdrawal prior to age 59.5 of \$30,000 made in Contract Year 3, the Protected Payment Base is reduced to \$84,367
  - Protected Payment Base is reduced based on a pro-rata reduction
    - $A = \$30,000$
    - $B = 0.2727 = \$30,000 / \$110,000$ ;  $\$110,000 =$  contract value prior to the \$30,000 withdrawal
    - Protected Payment Base = \$84,367 =  $\$116,000 \times (1 - 0.2727)$
  - Protected Payment Base is reduced by the amount of the early withdrawal
    - Protected Payment Base = \$86,000 =  $\$116,000 - \$30,000$
  - Since \$84,367 is less than \$86,000, the Protected Payment Base is reduced to \$84,367
- At the beginning of Contract Year 5, a Reset takes place since the Contract Value (\$86,000) is greater than the Protected Payment Base (\$84,367). The Protected Payment Amount remains at \$0 since the oldest Owner (or youngest Annuitant, in the case of a Non-Natural Owner) has not reached age 59.5.
- During Contract Year 5, the oldest Owner (or youngest Annuitant, in the case of a Non-Natural Owner) reaches age 59.5. At this time, the Protected Payment Amount is set to \$4,300 ( $5\% \times \$86,000$ ).
- At the beginning of Contract Year 6, the Protected Payment Base is increased by the annual credit of \$6,880 ( $8\% \times \$86,000$ ) to \$92,880. The annual credit is applied again because of the Reset at the beginning of Contract Year 5. The Protected Payment Amount is increased to \$4,644.



**PACIFIC LIFE**

Pacific Life Insurance Company  
[700 Newport Center Drive  
Newport Beach, CA 92660  
(800) 722-4448]

## **GUARANTEED WITHDRAWAL BENEFIT VIII RIDER – SINGLE LIFE**

**Pacific Life Insurance Company**, a stock company, (hereinafter referred to as “we”, “us”, “our”, and the “Company”) has issued this guaranteed minimum withdrawal benefit Rider as a part of the annuity Contract to which it is attached.

All provisions of the Contract that do not conflict with this Rider apply to this Rider. In the event of any conflict between the provisions of this Rider and the provisions of the Contract, the provisions of this Rider shall prevail over the provisions of the Contract.

**The purpose of the guaranteed living benefit provided under this Rider is to provide security through a stream of income payments to the Owner. This Rider will terminate upon assignment or a change in ownership of the contract unless the new assignee or Owner meets the qualifications specified in the Termination of Rider provision.**

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## **RIDER SPECIFICATIONS**

**Annual Charge Percentage: [0.65%]**

**Maximum Annual Charge Percentage: 1.50%**

The initial Annual Charge percentage is guaranteed under the conditions stated in this Rider and in effect when it was set. Utilization of resets may increase the Annual Charge percentage, subject to the maximum Annual Charge percentage in this Rider. For a complete description of the charges and deductions shown above, refer to the **Annual Charge** provision of this Rider.

**Withdrawal Percentage:** The withdrawal percentage is determined according to the table below based on the oldest Owner's age (or youngest Annuitant, in the case of a Non-Natural Owner) at the time of the first withdrawal.

If a withdrawal occurs after an Automatic Reset or Owner-Elected Reset, the withdrawal percentage will be based on the oldest Owner's age (or youngest Annuitant, in the case of the Non-Natural Owner) at the time of withdrawal according to the table below.

<b>Age</b>	<b>Withdrawal Percentage</b>
[Before 59½]	[0.0%]
[59½ – 64]	[5.0%]
[65 – 69]	[5.0%]
[70 – 74]	[6.0%]
[75 – 79]	[6.0%]
[80 – 84]	[7.0%]
[85 and older]	[7.0%]

Upon the first withdrawal after attainment of age [59½] of the oldest Owner (or youngest Annuitant, in the case of a Non-Natural Owner), the withdrawal percentage will be based on the corresponding age in the table above. Withdrawals prior to the attainment of age [59½] of the oldest Owner (or youngest Annuitant, in the case of a Non-Natural Owner) will not impact the determination of the withdrawal percentage. This will occur regardless of whether an Automatic Reset or Owner-Elected Reset occurs.

**Definition of Terms** – Unless redefined below, the terms defined in the Contract will have the same meaning when used in this Rider. For purposes of this Rider, the following definitions apply:

**Annual RMD Amount** – The amount required to be distributed each Calendar Year for purposes of satisfying the minimum distribution requirements of Internal Revenue Code Section 401(a)(9) and related Code provisions in effect on the Rider Effective Date.

**Protected Payment Amount** – The maximum amount that can be withdrawn under this Rider without reducing the Protected Payment Base.

The Protected Payment Amount is equal to the withdrawal percentage described in the **Withdrawal Percentage** provision multiplied by the Protected Payment Base as of that day, less cumulative withdrawals during the Contract Year.

The Protected Payment Amount will never be less than zero. Any Protected Payment Amount that is not withdrawn during a Contract Year may not be withdrawn in a subsequent contract year. Upon telephone or written request we will provide you with the Protected Payment Amount as of that day.

**Protected Payment Base** – An amount used to determine the Protected Payment Amount. The Protected Payment Base will never be less than zero and will remain unchanged except as otherwise described under the provisions of this Rider. **THE PROTECTED PAYMENT BASE CANNOT BE WITHDRAWN AS A LUMP SUM, IS NOT PAYABLE AS A DEATH BENEFIT, AND IS NOT USED IN CALCULATING ANY ANNUITY OPTION AVAILABLE UNDER THE CONTRACT.**

**Reset Date** – Any Contract Anniversary after the Rider Effective Date on which an Automatic Reset or an Owner-Elected Reset occurs.

For purposes of this Rider, the term “**withdrawal**” includes any applicable withdrawal charges, Market Value Adjustment, and charges for premium taxes and/or other taxes, if applicable. Amounts withdrawn under this Rider will reduce the Contract Value by the amount withdrawn and will be subject to the same conditions, limitations, restrictions and all other fees, charges and deductions, if applicable, as withdrawals otherwise made under the provisions of the Contract.

**Guaranteed Withdrawal Benefit VIII Rider – Single Life** – You have purchased a Guaranteed Withdrawal Benefit VIII Rider – Single Life. Subject to the terms and conditions described herein, this Rider:

- (a) allows for withdrawals up to the Protected Payment Amount without any adjustment to the Protected Payment Base, until the Rider terminates as specified in the **Termination of Rider** provision of this Rider;
- (b) allows for withdrawals for purposes of satisfying the minimum distribution requirements of Internal Revenue Code Section 401(a)(9) and related Code provisions in effect on the Rider Effective Date, regardless of the amount, without any adjustment to the Protected Payment Base, subject to certain conditions as described herein;
- (c) provides for Automatic Annual Resets or Owner-Elected Resets of the Protected Payment Base.

This Rider may be purchased and added to the Contract on the Contract Date or Contract Anniversary, if available, provided that on the Rider Effective Date: (a) the age of each Annuitant is [85] years or younger; and (b) the Contract is not issued as an Inherited IRA, Inherited Roth IRA, or Inherited TSA.

We will provide you with an annual statement that lists the Protected Payment Amount and Protected Payment Base.

**Annual Charge** – An annual charge for expenses related to this Rider will be deducted on the Contract Anniversary. The annual charge is equal to [0.65%] and will not exceed a maximum annual charge percentage of 1.50%.

The charge is deducted, in arrears, on each Contract Anniversary that this Rider remains in effect. The charge is equal to the annual charge percentage multiplied by the Protected Payment Base on the day the charge is deducted. The charge will be deducted from the Contract Value on a proportionate basis relative to the Fixed Account Option Value and the Index-Linked Option Value(s).

The annual charge percentage established on the Rider Effective Date will not change, except as otherwise described in the provisions of this Rider.

If this Rider terminates on a Contract Anniversary, the entire charge for the prior Contract Anniversary will be deducted from the Contract Value on that Contract Anniversary.

If the Rider terminates prior to a Contract Anniversary for reasons other than death of an Owner or death of the sole surviving Annuitant, we will prorate the charge. The prorated amount will be based on the Protected Payment Base as of the day the Rider terminates. Such prorated amount will be deducted from the Contract Value on the earlier of the day the Contract terminates or the Contract Anniversary immediately following the day the Rider terminates.

If the Rider terminates as a result of the death of an Owner or death of the sole surviving Annuitant, any annual charge deducted between the date of death and the Notice Date will be prorated as applicable to the date of death and added to the Contract Value on the Notice Date.

We will waive the charge for the current year in the following cases:

- (a) upon full annuitization of the Contract;
- (b) after the Contract Value is zero.

ANY PORTION OF THE CHARGE APPLICABLE TO AN INDEX-LINKED OPTION WILL BE DEDUCTED EVEN IF THERE HAS BEEN NO INDEX-LINKED INTEREST CREDITED TO THAT INDEX-LINKED OPTION.

**Change in Annual Charge** – The annual charge percentage, and corresponding deduction, may change as a result of any Automatic Reset or Owner-Elected reset. The annual charge percentage will never exceed the annual charge percentage then in effect for new issues of this same Rider. If we are no longer issuing this Rider, any change in the annual charge percentage will not result in an annual charge percentage that exceeds the maximum annual charge percentage specified in the **Annual Charge** provision.

If the Protected Payment Base is never reset, the annual charge percentage established on the Rider Effective Date is guaranteed not to change.

**Initial Values** – The Protected Payment Base is initially determined on the Rider Effective Date. On the Rider Effective Date, the Protected Payment Base is equal to the Initial Purchase Payment or, if effective on a Contract Anniversary, the Contract Value on that Contract Anniversary.

**Subsequent Purchase Payments** – Purchase Payments received after the Rider Effective Date will result in an increase in the Protected Payment Base by the amount of the Purchase Payment.

**Annual Credit** – On each Contract Anniversary after the Rider Effective Date, an annual credit will be applied to the Protected Payment Base if, as of that Contract Anniversary:

- (a) no withdrawals have occurred after the Rider Effective Date or the most recent Reset Date, whichever is later; and
- (b) that Contract Anniversary is within the first ten (10) Contract Anniversaries, measured from the Rider Effective Date or the most recent Reset Date, whichever is later.

The annual credit amount is calculated as follows:

- (a) [8.0%] of the total Purchase Payments if the Rider is added to the Contract at contract issue; or
- (b) [8.0%] of the Contract Value on the Effective Date the Rider is added to the Contract.

Once a withdrawal has occurred, no annual credit will be applied to the Protected Payment Base on any Contract Anniversary following the withdrawal, unless an Automatic Reset or an Owner-Elected Reset occurs, in which case eligibility for the annual credit will begin as of the Reset Date. The annual credit will be equal to [8.0%] of the Protected Payment Base as of the Reset Date.

**Withdrawal Percentage** – The withdrawal percentage is determined according to the table below based on the oldest Owner's age (or youngest Annuitant, in the case of a Non-Natural Owner) at the time of the first withdrawal.

If a withdrawal occurs after an Automatic Reset or Owner-Elected Reset, the withdrawal percentage will be based on the oldest Owner's age (or youngest Annuitant, in the case of the Non-Natural Owner) at the time of withdrawal according to the table below.

Age	Withdrawal Percentage
[Before 59½]	[0.0%]
[59½ – 64]	[5.0%]
[65 – 69]	[5.0%]
[70 – 74]	[6.0%]
[75 – 79]	[6.0%]
[80 – 84]	[7.0%]
[85 and older]	[7.0%]

Upon the first withdrawal after attainment of age [59½] of the oldest Owner (or youngest Annuitant, in the case of a Non-Natural Owner), the withdrawal percentage will be based on corresponding age in the table above. Withdrawals prior to the attainment of age [59½] of the oldest Owner (or youngest Annuitant, in the case of a Non-Natural Owner) will not impact the determination of the withdrawal percentage. This will occur regardless of whether an Automatic Reset or Owner-Elected Reset occurs.

**Withdrawal of Protected Payment Amount** – While this Rider is in effect, you may withdraw up to the Protected Payment Amount without any adjustment to the Protected Payment Base, until the Rider terminates as specified in the **Termination of Rider** provision of this Rider.

If a withdrawal does not exceed the Protected Payment Amount immediately prior to the withdrawal, the Protected Payment Base will remain unchanged.

**Withdrawals Exceeding Protected Payment Amount** – Except as otherwise provided under the **Withdrawals to Satisfy Required Minimum Distribution** provision of this Rider, if a withdrawal exceeds the Protected Payment Amount immediately prior to that withdrawal, we will reduce the Protected Payment Base. This adjustment will occur immediately following the withdrawal according to the following calculation:

- (a) Determine excess withdrawal amount ("A") where A equals total withdrawal amount (including any applicable withdrawal charge or Market Value Adjustment) minus the Protected Payment Amount immediately prior to the withdrawal;
- (b) Determine ratio for proportionate reduction ("B") where B equals A divided by (Contract Value immediately prior to the withdrawal minus Protected Payment Amount immediately prior to the withdrawal);
- (c) Determine the new Protected Payment Base which equals (Protected Payment Base immediately prior to the withdrawal) multiplied by (1 minus B). The Protected Payment Base will never be less than zero. If the Contract Value is reduced to zero, the Protected Payment Base will be reduced to zero.

WITHDRAWALS EXCEEDING THE PROTECTED PAYMENT AMOUNT COULD REDUCE FUTURE BENEFITS BY MORE THAN THE DOLLAR AMOUNT OF THE WITHDRAWAL.



The amount available for withdrawal under the Contract must be sufficient to support any withdrawal that would otherwise exceed the Protected Payment Amount.

**Withdrawals to Satisfy Required Minimum Distribution** – No adjustment will be made to the Protected Payment Base if a withdrawal made under this Rider exceeds the Protected Payment Amount immediately prior to the withdrawal, provided that such withdrawal (herein referred to as an “**RMD withdrawal**”) is for purposes of satisfying the minimum distribution requirements of Internal Revenue Code Section 401(a)(9) and related Code provisions in effect on the Rider Effective Date, and further subject to the following:

- (a) you have authorized us to calculate and make periodic distribution of the Annual RMD Amount for the Calendar Year required based on the payment frequency you have chosen;
- (b) the Annual RMD Amount is based on this Contract only; and
- (c) no withdrawals (other than RMD withdrawals) are made from the Contract during the Contract Year.

**Depletion of Contract Value** – If the oldest Owner (or youngest Annuitant, in the case of a Non-Natural Owner) was age [59 ½] or older, and a withdrawal (including an RMD withdrawal) does not exceed the Protected Payment Amount immediately prior to the withdrawal and reduces the Contract Value to zero, the following will apply:

- (a) the Protected Payment Amount will be paid each year until the day of the first death of an Owner or the date of death of the sole surviving Annuitant. The payments will be made under a series of pre-authorized withdrawals under a payment frequency, as elected by the Owner, but no less frequently than annually;
- (b) no additional Purchase Payments will be accepted under the Contract;
- (c) no additional withdrawals will be permitted under the Contract;
- (d) the Contract will cease to provide any death benefit;
- (e) any remaining Guaranteed Minimum Surrender Value (“GMSV”) will be paid as a lump sum.

If the oldest Owner (or youngest Annuitant, in the case of a Non-Natural Owner) is younger than age [59 ½], and a withdrawal reduces the Contract Value to zero, this Rider will terminate.

**Automatic Reset** – On each Contract Anniversary while this Rider is in effect and before the Annuity Date, we will automatically reset the Protected Payment Base if the Protected Payment Base is less than the Contract Value on that Contract Anniversary.

The Protected Payment Base will be reset to an amount equal to 100% of the Contract Value.

The annual charge percentage may change as a result of any automatic reset. (See **Change in Annual Charge** provision). We will provide you with written confirmation of each Automatic Reset.

**Automatic Reset – Opt-Out Election** – If you are within [sixty (60)] days after a Contract Anniversary on which an automatic reset is effective, you have the option to reinstate the Protected Payment Base, Protected Payment Amount, and the annual charge percentage to their respective amounts immediately before the Automatic Reset.

If you elect this option, your opt-out election must be received, in a form satisfactory to us, at our Service Center within the same [sixty (60)] day period after the Contract Anniversary on which the Reset is effective.

Any future automatic resets will continue in effect in accordance with the **Automatic Reset** provision of this Rider.

**Automatic Reset – Future Participation** – You may elect not to participate in future Automatic Resets at any time. Your election must be received, in a form satisfactory to us, at our Service Center, while this Rider is in effect and before the Annuity Date. Such election will be effective for future Contract Anniversaries.

If you previously elected not to participate in Automatic Resets, you may elect to participate in future Automatic Resets at any time. Your election to resume participation must be received, in a form satisfactory to us, at our Service Center while this Rider is in effect and before the Annuity Date. Such election will be effective for future Contract Anniversaries as described in the **Automatic Reset** provision.

**Owner-Elected Resets (Non-Automatic)** – You may, on any Contract Anniversary after the Rider Effective Date or the most recent Reset Date, whichever is later, elect to reset the Protected Payment Base to an amount equal to 100% of the Contract Value as of that Contract Anniversary. The annual charge percentage may change if you elect this reset option. (See **Change in Annual Charge** provision).

On each Reset Date we will set the Protected Payment Base to an amount equal to 100% of the Contract Value as of that Reset Date.

If you elect this option, your election must be received, in a form satisfactory to us, at our Service Center within [sixty (60)] days after the Contract Anniversary on which the reset is effective. This option may result in a reduction in the Protected Payment Base and Protected Payment Amount. We will provide you with written confirmation of your election.

**Application of Rider Provisions** – On and after each Reset Date, the provisions of this Rider shall apply in the same manner as they applied when the Rider was originally issued. The limitations and restrictions on Purchase Payments and withdrawals, the deduction of annual charges and any future reset options available on and after each Reset Date, will again apply and will be measured from that Reset Date.

**Annuitization** – If you annuitize the Contract at the maximum Annuity Date specified in the Contract and this Rider is still in effect at the time of your election and a Life Only fixed annuity option is chosen, the annuity payments will be equal to the greater of:

- (a) the Life Only fixed annual payment amount determined in accordance with the terms of the Contract; or
- (b) the Protected Payment Amount in effect at the maximum Annuity Date.

If you annuitize the Contract at any time prior to the maximum Annuity Date specified in the Contract, your annuity payments will be determined in accordance with the terms of the Contract. The Protected Payment Base and Protected Payment Amount under this Rider will not be used in determining any annuity payments.

**Termination of Rider** – This Rider will automatically terminate upon the earliest to occur of one of the following events:

- (a) the day of death of an Owner or the day of death of the sole surviving Annuitant;
- (b) the day the Contract is terminated in accordance with the provisions of the Contract;
- (c) the day that the Contract Value is reduced to zero as a result of a withdrawal (except an RMD withdrawal) that exceeds the Protected Payment Amount;
- (d) the day that the Contract Value is reduced to zero and the oldest Owner (or youngest Annuitant, in the case of a Non-Natural Owner) is younger than age [59 ½];
- (e) the Annuity Date;
- (f) the day we are notified of a change in ownership of a non-qualified Contract, excluding
  - (i) changes in ownership to or from certain trusts; or
  - (ii) adding or removing the Owner's spouse to the Contract.

This Rider and the Contract will not terminate if the Contract Value is zero and we are making pre-authorized withdrawals of the Protected Payment Amount. In this case, the Rider and Contract will terminate under subparagraph (a) above.

This Rider does not terminate upon divorce of Joint Owners.

The rider may be voluntarily terminated by the Owner after one year from the Rider Effective Date.

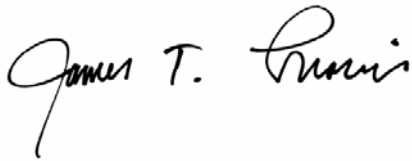
**Rider Effective Date** – This Rider is effective on the Contract Date, unless a later date is shown below.

Rider Effective Date: [Date]

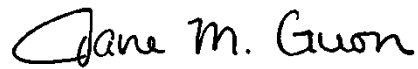
All other terms and conditions of the Contract remain unchanged by this Rider.

**PACIFIC LIFE INSURANCE COMPANY**

[



Chairman and Chief Executive Officer



Secretary]

## GUARANTEED WITHDRAWAL BENEFIT VIII RIDER – SINGLE LIFE

### SAMPLE CALCULATIONS – For Illustration Purposes Only

The numeric examples shown in this section are based on certain assumptions. They have been provided to assist in understanding the benefits provided by this Rider and to demonstrate how Purchase Payments received and withdrawals made from the Contract prior to the Annuity Date affect the values and benefits under this Rider over an extended period of time. **These examples are not intended to serve as projections of future values.**

The values shown in Examples 1 through 4 are based on the following assumptions:

- Rider purchased at Contract issue by a 60-year old Owner
- Automatic resets are shown, if applicable
- Amounts of interest credited are hypothetical

#### Example 1: Setting of Initial Values

Contract Year	Purchase Payment	Withdrawal Amount	Contract Value After Transaction	Protected Payment Base	Protected Payment Amount	Annual Credit
Beginning of Year 1	\$100,000		\$100,000	\$100,000	\$5,000	\$0

#### Example 2: Annual Credit

Contract Year	Purchase Payment	Withdrawal Amount	Contract Value After Transaction	Protected Payment Base	Protected Payment Amount	Annual Credit
Beginning of Year 1	\$100,000		\$100,000	\$100,000	\$5,000	\$0
Beginning of Year 2			\$104,000	\$108,000	\$5,400	\$8,000

- Since no withdrawals were taken during the first Contract Year, an annual credit of \$8,000 (8% x \$100,000) is added to the Protected Payment Base at the beginning of Contract Year 2.

#### Example 3: Withdrawals Not Exceeding the Protected Payment Amount

Contract Year	Purchase Payment	Withdrawal Amount	Contract Value After Transaction	Protected Payment Base	Protected Payment Amount	Annual Credit
Beginning of Year 1	\$100,000		\$100,000	\$100,000	\$5,000	\$0
Beginning of Year 2			\$104,000	\$108,000	\$5,400	\$8,000
Activity		\$5,400	\$98,600	\$108,000	\$0	
Beginning of Year 3			\$102,000	\$108,000	\$5,400	\$0

- Since a withdrawal that does not exceed the Protected Payment Amount takes place in Contract Year 2, the Protected Payment Base remains the same. Also, the annual credit is not added to the Protected Payment Base at the beginning of Contract Year 3.

#### Example 4: Withdrawal Exceeding Protected Payment Amount

Contract Year	Purchase Payment	Withdrawal Amount	Contract Value After Transaction	Protected Payment Base	Protected Payment Amount	Annual Credit
Beginning of Year 1	\$100,000		\$100,000	\$100,000	\$5,000	\$0
Beginning of Year 2			\$104,000	\$108,000	\$5,400	\$8,000
Activity		\$15,000	\$89,000	\$97,492	\$0	
Beginning of Year 3			\$92,000	\$97,492	\$4,875	\$0

- Since a withdrawal of \$15,000 exceeds the Protected Payment Amount in Contract Year 3, the Protected Payment Base is reduced to \$97,492
  - $A = \$9,600 = (\$15,000 - \$5,400)$
  - $B = 0.0973 = (\$9,600 / (\$104,000 - \$5,400))$
  - Protected Payment Base = \$97,492 =  $\$108,000 \times (1 - 0.0973)$
- At the beginning of Contract Year 3, the Protected Payment Amount is reset to \$4,875 ( $5\% \times \$97,492$ )

#### Example 5: Withdrawal Prior to age [59½]

Contract Year	Owner Age	Purchase Payment	Withdrawal Amount	Contract Value After Transaction	Protected Payment Base	Protected Payment Amount	Annual Credit
Beginning of Year 1	55	\$100,000		\$100,000	\$100,000	\$0	\$0
Beginning of Year 2	56			\$104,000	\$108,000	\$0	\$8,000
Beginning of Year 3	57			\$107,000	\$116,000	\$0	\$8,000
Activity			\$30,000	\$80,000	\$84,367	\$0	
Beginning of Year 4	58			\$83,000	\$84,367	\$0	\$0
Beginning of Year 5	59			\$86,000	\$86,000	\$0	\$0
Activity	59.5 Birthday			\$86,000	\$86,000	\$4,300	
Beginning of Year 6	60			\$89,000	\$92,880	\$4,644	\$6,880

- The Protected Payment Amount is equal to \$0 until the oldest Owner (or youngest Annuitant, in the case of a Non-Natural Owner) reaches age 59.5
- Due to the early withdrawal of \$30,000 made in Contract Year 3, the Protected Payment Base is reduced to \$84,367
  - Protected Payment Base is reduced based on a pro-rata reduction
    - $A = \$30,000$
    - $B = 0.2727 = \$30,000 / \$110,000$ ;  $\$110,000$  = contract value prior to the \$30,000 withdrawal
    - Protected Payment Base =  $\$84,367 = \$116,000 \times (1 - 0.2727)$
  - Protected Payment Base is reduced by the amount of the early withdrawal
    - Protected Payment Base =  $\$86,000 = \$116,000 - \$30,000$
  - Since \$84,367 is less than \$86,000, the Protected Payment Base is reduced to \$84,367
- At the beginning of Contract Year 5, a Reset takes place since the Contract Value (\$86,000) is greater than the Protected Payment Base (\$84,367). The Protected Payment Amount remains at \$0 since the oldest Owner (or youngest Annuitant, in the case of a Non-Natural Owner) has not reached age 59.5.
- During Contract Year 5, the oldest Owner (or youngest Annuitant, in the case of a Non-Natural Owner) reaches age 59.5. At this time, the Protected Payment Amount is set to \$4,300 ( $5\% \times \$86,000$ ).
- At the beginning of Contract Year 6, the Protected Payment Base is increased by the annual credit of \$6,880 ( $8\% \times \$86,000$ ) to \$92,880. The annual credit is applied again because of the Reset at the beginning of Contract Year 5. The Protected Payment Amount is increased to \$4,644.



**PACIFIC LIFE**

Pacific Life Insurance Company  
[700 Newport Center Drive  
Newport Beach, CA 92660  
(800) 722-4448]

## **GUARANTEED WITHDRAWAL BENEFIT VIII RIDER – JOINT LIFE**

**Pacific Life Insurance Company**, a stock company, (hereinafter referred to as “we”, “us”, “our”, and the “Company”) has issued this guaranteed minimum withdrawal benefit Rider as a part of the annuity Contract to which it is attached.

All provisions of the Contract that do not conflict with this Rider apply to this Rider. In the event of any conflict between the provisions of this Rider and the provisions of the Contract, the provisions of this Rider shall prevail over the provisions of the Contract.

**The purpose of the guaranteed living benefit provided under this Rider is to provide security through a stream of income payments to the Owner. This Rider will terminate upon assignment or a change in ownership of the contract unless the new assignee or Owner meets the qualifications specified in the Termination of Rider provision.**

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## **RIDER SPECIFICATIONS**

**Annual Charge Percentage: [0.65%]**

**Maximum Annual Charge Percentage: 1.50%**

The initial Annual Charge percentage is guaranteed under the conditions stated in this Rider and in effect when it was set. Utilization of resets may increase the Annual Charge percentage, subject to the maximum Annual Charge percentage in this Rider. For a complete description of the charges and deductions shown above, refer to the **Annual Charge** provision of this Rider.

**Withdrawal Percentage:** The withdrawal percentage is determined according to the table below based on the youngest Designated Life at the time of the first withdrawal.

If a withdrawal occurs after an Automatic Reset or Owner-Elected Reset, the withdrawal percentage will be based on the youngest Designated Life at the time of withdrawal according to the table below.

<b>Age</b>	<b>Withdrawal Percentage</b>
[Before 59½]	[0.0%]
[59½ – 64]	[4.5%]
[65 – 69]	[4.5%]
[70 – 74]	[5.5%]
[75 – 79]	[5.5%]
[80 – 84]	[6.5%]
[85 and older]	[6.5%]

Upon the first withdrawal after attainment of age [59½] of the youngest Designated Life, the withdrawal percentage will be based on the corresponding age in the table above. Withdrawals prior to the attainment of age [59½] of the youngest Designated Life will not impact the determination of the withdrawal percentage. This will occur regardless of whether an Automatic Reset or Owner-Elected Reset occurs.

**Definition of Terms** – Unless redefined below, the terms defined in the Contract will have the same meaning when used in this Rider. For purposes of this Rider, the following definitions apply:

**Annual RMD Amount** – The amount required to be distributed each Calendar Year for purposes of satisfying the minimum distribution requirements of Internal Revenue Code Section 401(a)(9) and related Code provisions in effect on the Rider Effective Date.

**Designated Lives** (each a “**Designated Life**”) – Designated Lives must be natural persons who are each other’s spouses on the Rider Effective Date. Designated Lives will remain unchanged while this Rider is in effect.

To be eligible for lifetime benefits, a Designated Life must:

- (a) be the Owner (or the Annuitant, in the case of a custodial owned IRA or TSA); or
- (b) meet the following two conditions:
  - (i) remain the spouse of the other Designated Life; and
  - (ii) be the first in the line of succession as determined under the Contract for payment of any death benefit.

**Protected Payment Amount** – The maximum amount that can be withdrawn under this Rider without reducing the Protected Payment Base.

The Protected Payment Amount is equal to the withdrawal percentage described in the **Withdrawal Percentage** provision multiplied by the Protected Payment Base as of that day, less cumulative withdrawals during the Contract Year.

The Protected Payment Amount will never be less than zero. Any Protected Payment Amount that is not withdrawn during a Contract Year may not be withdrawn in a subsequent contract year. Upon telephone or written request we will provide you with the Protected Payment Amount as of that day.

**Protected Payment Base** – An amount used to determine the Protected Payment Amount. The Protected Payment Base will never be less than zero and will remain unchanged except as otherwise described under the provisions of this Rider. THE PROTECTED PAYMENT BASE CANNOT BE WITHDRAWN AS A LUMP SUM, IS NOT PAYABLE AS A DEATH BENEFIT, AND IS NOT USED IN CALCULATING ANY ANNUITY OPTION AVAILABLE UNDER THE CONTRACT.

**Reset Date** – Any Contract Anniversary after the Rider Effective Date on which an Automatic Reset or an Owner-Elected Reset occurs.

**Spouse** – The Owner’s spouse, who is treated as the Owner’s spouse pursuant to federal law.

**Surviving Spouse** – The surviving spouse of the deceased Owner.

For purposes of this Rider, the term “**withdrawal**” includes any applicable withdrawal charges, Market Value Adjustment, and charges for premium taxes and/or other taxes, if applicable. Amounts withdrawn under this Rider will reduce the Contract Value by the amount withdrawn and will be subject to the same conditions, limitations, restrictions and all other fees, charges and deductions, if applicable, as withdrawals otherwise made under the provisions of the Contract.

**Guaranteed Withdrawal Benefit VIII Rider – Joint Life** – You have purchased a Guaranteed Withdrawal Benefit VIII Rider – Joint Life. Subject to the terms and conditions described herein, this Rider:

- (a) allows for withdrawals up to the Protected Payment Amount without any adjustment to the Protected Payment Base, until the death of all Designated Lives eligible for lifetime benefits, subject to the provisions of this rider;



- (b) Provides for an annual credit to be applied to the Protected Payment Base as described under the **Annual Credit** provision of this Rider;
- (c) allows for withdrawals for purposes of satisfying the minimum distribution requirements of Internal Revenue Code Section 401(a)(9) and related Code provisions in effect on the Rider Effective Date, regardless of the amount, without any adjustment to the Protected Payment Base, subject to certain conditions as described herein;
- (d) provides for Automatic Annual Resets or Owner-Elected Resets of the Protected Payment Base.

We will provide you with an annual statement that lists the Protected Payment Amount and Protected Payment Base.

**Eligibility** – This Rider may be purchased and added to the Contract on the Contract Issue Date or Contract Anniversary, if available, provided that on the Rider Effective Date:

- (a) the Contract is issued as a:
  - (i) Non-Qualified Contract, except that if the Owner is a trust or other entity, this Rider is not Available; or
  - (ii) Qualified Contract under Code Section 408(a), 408(k), 408A, 408(p) or 403(b), except for an Inherited IRA, Inherited Roth IRA, Inherited TSA, 401(a), 401(k), Individual(k), Keogh, or 457 plan.
- (b) the age of each Designated Life is [85] years or younger; and
- (c) the Contract is structured such that upon death of one Designated Life, the surviving Designated Life may retain or assume ownership of the Contract; and
- (d) any Annuitant is a Designated Life; and

For the purposes of meeting the eligibility requirements, Designated Lives must be any one of the following:

- (a) A sole Owner with the Owner's spouse designated as the sole primary beneficiary; or
- (b) Joint Owners, where the Owners are each other's spouses; or
- (c) If the Contract is issued as a custodial owned IRA or TSA, the beneficial owner must be the Annuitant and the Annuitant's spouse must be designated as the sole primary beneficiary under the Contract. The custodian, under a custodial owned IRA or TSA, for the benefit of the beneficial owner, may be designated as sole primary beneficiary, provided that the spouse of the beneficial owner is the sole primary beneficiary of the custodial account.

**Annual Charge** – An annual charge for expenses related to this Rider will be deducted on the Contract Anniversary. The annual charge is equal to [0.65%] and will not exceed a maximum annual charge percentage of 1.50%.

The charge is deducted, in arrears, on each Contract Anniversary that this Rider remains in effect. The charge is equal to the annual charge percentage multiplied by the Protected Payment Base on the day the charge is deducted. The charge will be deducted from the Contract Value on a proportionate basis relative to the Fixed Account Option Value and the Index-Linked Option Value(s).

The annual charge percentage established on the Rider Effective Date will not change, except as otherwise described in the provisions of this Rider.

If this Rider terminates on a Contract Anniversary, the entire charge for the prior Contract Anniversary will be deducted from the Contract Value on that Contract Anniversary.

If the Rider terminates prior to a Contract Anniversary for reasons other than death of the sole surviving Designated Life, we will prorate the charge. The prorated amount will be based on the Protected Payment Base

as of the day the Rider terminates. Such prorated amount will be deducted from the Contract Value on the earlier of the day the Contract terminates or the Contract Anniversary immediately following the day the Rider terminates.

If the Rider terminates as a result of death of the sole surviving Designated Life, any annual charge deducted between the date of death and the Notice Date will be prorated as applicable to the date of death and added to the Contract Value on the Notice Date.

We will waive the charge for the current year in the following cases:

- (a) upon full annuitization of the Contract;
- (b) after the Contract Value is zero.

ANY PORTION OF THE CHARGE APPLICABLE TO AN INDEX-LINKED OPTION WILL BE DEDUCTED EVEN IF THERE HAS BEEN NO INDEX-LINKED INTEREST CREDITED TO THAT INDEX-LINKED OPTION.

**Change in Annual Charge** – The annual charge percentage, and corresponding deduction, may change as a result of any Automatic Reset or Owner-Elected reset. The annual charge percentage will never exceed the annual charge percentage then in effect for new issues of this same Rider. If we are no longer issuing this Rider, any change in the annual charge percentage will not result in an annual charge percentage that exceeds the maximum annual charge percentage specified in the **Annual Charge** provision.

If the Protected Payment Base is never reset, the annual charge percentage established on the Rider Effective Date is guaranteed not to change.

**Initial Values** – The Protected Payment Base is initially determined on the Rider Effective Date. On the Rider Effective Date, the Protected Payment Base is equal to the Initial Purchase Payment or, if effective on a Contract Anniversary, the Contract Value on that Contract Anniversary.

**Subsequent Purchase Payments** – Purchase Payments received after the Rider Effective Date will result in an increase in the Protected Payment Base by the amount of the Purchase Payment.

**Annual Credit** – On each Contract Anniversary after the Rider Effective Date, an annual credit will be applied to the Protected Payment Base if, as of that Contract Anniversary:

- (a) no withdrawals have occurred after the Rider Effective Date or the most recent Reset Date, whichever is later; and
- (b) that Contract Anniversary is within the first ten (10) Contract Anniversaries, measured from the Rider Effective Date or the most recent Reset Date, whichever is later.

The annual credit is equal to [8.0%] of the sum of (A) and (B) as of the Contract Anniversary on which the credit is added, where:

(A) is the Protected Payment Base on the Rider Effective Date or the most recent Reset Date, whichever is later.

(B) is cumulative Purchase Payments received after the Rider Effective Date or the most recent Reset Date, whichever is later.

Once a withdrawal has occurred, no annual credit will be applied to the Protected Payment Base on any Contract Anniversary following the withdrawal, unless an Automatic Reset or an Owner-Elected Reset occurs, in which case eligibility for the annual credit will begin as of the Reset Date.

**Withdrawal Percentage** – The withdrawal percentage is determined according to the table below based on the youngest Designated Life at the time of the first withdrawal.

If a withdrawal occurs after an Automatic Reset or Owner-Elected Reset, the withdrawal percentage will be based on the youngest Designated Life at the time of withdrawal according to the table below.

Age	Withdrawal Percentage
[Before 59½]	[0.0%]
[59½ – 64]	[4.5%]
[65 – 69]	[4.5%]
[70 – 74]	[5.5%]
[75 – 79]	[5.5%]
[80 – 84]	[6.5%]
[85 and older]	[6.5%]

Upon the first withdrawal after attainment of age [59½] of the youngest Designated Life, the withdrawal percentage will be based on the corresponding age in the table above. Withdrawals prior to the attainment of age [59½] of the youngest Designated Life will not impact the determination of the withdrawal percentage. This will occur regardless of whether an Automatic Reset or Owner-Elected Reset occurs.

**Withdrawal of Protected Payment Amount** – While this Rider is in effect, you may withdraw up to the Protected Payment Amount without any adjustment to the Protected Payment Base, until the Rider terminates as specified in the **Termination of Rider** provision of this Rider.

If a withdrawal does not exceed the Protected Payment Amount immediately prior to the withdrawal, the Protected Payment Base will remain unchanged.

**Withdrawals Exceeding Protected Payment Amount** – Except as otherwise provided under the **Withdrawals to Satisfy Required Minimum Distribution** provision of this Rider, if a withdrawal exceeds the Protected Payment Amount immediately prior to that withdrawal, we will reduce the Protected Payment Base. This adjustment will occur immediately following the withdrawal according to the following calculation:

- (a) Determine excess withdrawal amount (“A”) where A equals total withdrawal amount (including any applicable withdrawal charge and Market Value Adjustment) minus the Protected Payment Amount immediately prior to the withdrawal;
- (b) Determine ratio for proportionate reduction (“B”) where B equals A divided by (Contract Value immediately prior to the withdrawal minus Protected Payment Amount immediately prior to the withdrawal);
- (c) Determine the new Protected Payment Base which equals (Protected Payment Base immediately prior to the withdrawal) multiplied by (1 minus B). The Protected Payment Base will never be less than zero. If the Contract Value is reduced to zero, the Protected Payment Base will be reduced to zero.

WITHDRAWALS EXCEEDING THE PROTECTED PAYMENT AMOUNT COULD REDUCE FUTURE BENEFITS BY MORE THAN THE DOLLAR AMOUNT OF THE WITHDRAWAL.

The amount available for withdrawal under the Contract must be sufficient to support any withdrawal that would otherwise exceed the Protected Payment Amount.

**Withdrawals Taken Prior to Age [59 ½]** – If a withdrawal is taken and the youngest Designated Life is younger than age [59 ½], we will reduce the Protected Payment Base. This adjustment will occur immediately following the withdrawal according to the following calculation:

- (a) Determine excess withdrawal amount (“A”) where A equals total withdrawal amount (including any applicable withdrawal charge);

- (b) Determine ratio for proportionate reduction ("B") where B equals A divided by the Contract Value immediately prior to the withdrawal;
- (c) Determine the new Protected Payment Base which equals the lesser of:
  - 1. The Protected Payment Base immediately prior to the withdrawal multiplied by (1 minus B); or
  - 2. The Protected Payment Base immediately prior to the withdrawal minus the total withdrawal amount (including any applicable withdrawal charge).

The Protected Payment Base will never be less than zero. WITHDRAWALS TAKEN PRIOR TO AGE 59 ½ COULD REDUCE FUTURE BENEFITS BY MORE THAN THE DOLLAR AMOUNT OF THE WITHDRAWAL.

**Withdrawals to Satisfy Required Minimum Distribution** – No adjustment will be made to the Protected Payment Base if a withdrawal made under this Rider exceeds the Protected Payment Amount immediately prior to the withdrawal, provided that such withdrawal (herein referred to as an "**RMD withdrawal**") is for purposes of satisfying the minimum distribution requirements of Internal Revenue Code Section 401(a)(9) and related Code provisions in effect on the Rider Effective Date, and further subject to the following:

- (a) you have authorized us to calculate and make periodic distribution of the Annual RMD Amount for the Calendar Year required based on the payment frequency you have chosen;
- (b) the Annual RMD Amount is based on this Contract only; and
- (c) no withdrawals (other than RMD withdrawals) are made from the Contract during the Contract Year; and
- (d) the youngest Designated Life is age [59 ½] or older.

**Depletion of Contract Value** – If the youngest Designated Life is age [59 ½] or older, and a withdrawal (including an RMD withdrawal) does not exceed the Protected Payment Amount immediately prior to the withdrawal and reduces the Contract Value to zero, the following will apply:

- (a) the Protected Payment Amount will be paid each year until the death of all Designated Lives eligible for lifetime benefits. The payments will be made under a series of pre-authorized withdrawals under a payment frequency, as elected by the Owner, but no less frequently than annually;
- (b) no additional Purchase Payments will be accepted under the Contract;
- (c) no additional withdrawals will be permitted under the Contract;
- (d) the Contract will cease to provide any death benefit;
- (e) any remaining Guaranteed Minimum Surrender Value ("GMSV") will be paid as a lump sum.

If the youngest Designated Life is younger than age [59 ½], and a withdrawal (including an RMD withdrawal) reduces the Contract Value to zero, this Rider will terminate.

**Automatic Reset** – On each Contract Anniversary while this Rider is in effect and before the Annuity Date, we will automatically reset the Protected Payment Base if the Protected Payment Base is less than the Contract Value on that Contract Anniversary.

The Protected Payment Base will be reset to an amount equal to 100% of the Contract Value.

The annual charge percentage may change as a result of any Automatic Reset. (See **Change in Annual Charge** provision). We will provide you with written confirmation of each automatic reset.

**Automatic Reset – Opt-Out Election** – If you are within [sixty (60)] days after a Contract Anniversary on which an automatic reset is effective, you have the option to reinstate the Protected Payment Base, Protected Payment Amount, and the annual charge percentage to their respective amounts immediately before the automatic reset.

If you elect this option, your opt-out election must be received, in a form satisfactory to us, at our Service Center within the same [sixty (60)] day period after the Contract Anniversary on which the reset is effective.

Any future automatic resets will continue in effect in accordance with the **Automatic Reset** provision of this Rider.

**Automatic Reset – Future Participation** – You may elect not to participate in future automatic resets at any time. Your election must be received, in a form satisfactory to us, at our Service Center, while this Rider is in effect and before the Annuity Date. Such election will be effective for future Contract Anniversaries.

If you previously elected not to participate in automatic resets, you may elect to participate in future automatic resets at any time. Your election to resume participation must be received, in a form satisfactory to us, at our Service Center while this Rider is in effect and before the Annuity Date. Such election will be effective for future Contract Anniversaries as described in the **Automatic Reset** provision.

**Owner-Elected Resets (Non-Automatic)** – You may, on any Contract Anniversary after the Rider Effective Date or the most recent Reset Date, whichever is later, elect to reset the Protected Payment Base to an amount equal to 100% of the Contract Value as of that Contract Anniversary. The annual charge percentage may change if you elect this reset option. (See **Change in Annual Charge** provision).

On each Reset Date we will set the Protected Payment Base to an amount equal to 100% of the Contract Value as of that Reset Date.

If you elect this option, your election must be received, in a form satisfactory to us, at our Service Center within [sixty (60)] days after the Contract Anniversary on which the Reset is effective. This option may result in a reduction in the Protected Payment Base and Protected Payment Amount. We will provide you with written confirmation of your election.

**Application of Rider Provisions** – On and after each Reset Date, the provisions of this Rider shall apply in the same manner as they applied when the Rider was originally issued. Eligibility for the annual credit, the limitations and restrictions on Purchase Payments and withdrawals, the deduction of annual charges and any future reset options available on and after each Reset Date, will again apply and will be measured from that Reset Date.

**Annuitization** – If you annuitize the Contract at the maximum Annuity Date specified in the Contract and this Rider is still in effect at the time of your election and a Life Only fixed annuity option is chosen, the annuity payments will be equal to the greater of:

- (a) the Life Only fixed annual payment amount determined in accordance with the terms of the Contract; or
- (b) the Protected Payment Amount in effect at the maximum Annuity Date.

If you annuitize the Contract at any time prior to the maximum Annuity Date specified in the Contract, your annuity payments will be determined in accordance with the terms of the Contract. The Protected Payment Base and Protected Payment Amount under this Rider will not be used in determining any annuity payments.

**Continuation of Rider if Surviving Spouse Continues Contract** – If the Owner dies while this Rider is in effect and if the surviving spouse of the deceased Owner (who is also a Designated Life eligible for lifetime benefits) elects to continue the Contract in accordance with its terms, the surviving spouse may continue to take withdrawals of the current Protected Payment Amount under this Rider, until the day of death of such surviving spouse. If no withdrawals have occurred since the Rider Effective Date, the withdrawal percentage and corresponding Protected Payment Amount will be based on age when the surviving spouse takes a withdrawal. The surviving spouse may elect any of the reset options available under this Rider for subsequent Contract Anniversaries.

**Ownership and Beneficiary Changes** – Changes in Contract Owner(s), Annuitant and/or Beneficiary designations, and changes in marital status may adversely affect the benefits of this Rider.

**Termination of Rider** – Except as otherwise provided under the **Continuation of Rider if Surviving Spouse Continues Contract** provision of this Rider, this Rider will automatically terminate upon the earliest to occur of one of the following events:

- (a) the day of death of all Designated Lives eligible for lifetime benefits;
- (b) upon the death of the first Designated Life, if a death benefit is payable and a spouse who chooses to continue the contract is not a Designated Life eligible for lifetime benefits;
- (c) upon the death of the first Designated Life, if a death benefit is payable and the Contract is not continued according to the **Continuation of Rider if Surviving Spouse Continues Contract** provision;
- (d) if both Designated Lives are Joint Owners and there is a change in marital status, the Rider will terminate upon the death of the first Designated Life eligible for lifetime benefits and who is also an Owner;
- (e) the day the Contract is terminated in accordance with the provisions of the Contract;
- (f) the day that neither Designated Life is an Owner (or Annuitant, in the case of a custodial owned IRA or TSA);
- (g) the Annuity Date;
- (h) the day that the Contract Value is reduced to zero as a result of a withdrawal (except an RMD withdrawal) that exceeds the Protected Payment Amount; or
- (i) the day that the Contract Value is reduced to zero and the youngest Designated Life is younger than age [59 ½].

This Rider does not terminate upon divorce of Joint Owners.

This Rider and the Contract will not terminate if the Contract Value is zero and we are making pre-authorized withdrawals of the Protected Payment Amount.

The rider may be voluntarily terminated by the Owner after one year from the Rider Effective Date.

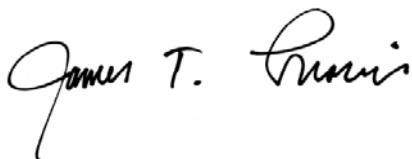
**Rider Effective Date** – This Rider is effective on the Contract Date, unless a later date is shown below.

Rider Effective Date: [Date]

All other terms and conditions of the Contract remain unchanged by this Rider.

**PACIFIC LIFE INSURANCE COMPANY**

[



Chairman and Chief Executive Officer



Secretary]

## GUARANTEED WITHDRAWAL BENEFIT VIII RIDER – JOINT LIFE

### SAMPLE CALCULATIONS – For Illustration Purposes Only

The numeric examples shown in this section are based on certain assumptions. They have been provided to assist in understanding the benefits provided by this Rider and to demonstrate how Purchase Payments received and withdrawals made from the Contract prior to the Annuity Date affect the values and benefits under this Rider over an extended period of time. **These examples are not intended to serve as projections of future values.**

The values shown in Examples 1 through 4 are based on the following assumptions:

- Rider purchased at Contract issue and the youngest Designated Life is age 60
- Automatic Resets are shown, if applicable
- Amounts of interest credited are hypothetical

#### Example 1: Setting of Initial Values

Contract Year	Purchase Payment	Withdrawal Amount	Contract Value After Transaction	Protected Payment Base	Protected Payment Amount	Annual Credit
Beginning of Year 1	\$100,000		\$100,000	\$100,000	\$5,000	\$0

#### Example 2: Annual Credit

Contract Year	Purchase Payment	Withdrawal Amount	Contract Value After Transaction	Protected Payment Base	Protected Payment Amount	Annual Credit
Beginning of Year 1	\$100,000		\$100,000	\$100,000	\$5,000	\$0
Beginning of Year 2			\$104,000	\$108,000	\$5,400	\$8,000

- Since no withdrawals were taken during the first Contract Year, an annual credit of \$8,000 (8% x \$100,000) is added to the Protected Payment Base at the beginning of Contract Year 2.

#### Example 3: Withdrawals Not Exceeding the Protected Payment Amount

Contract Year	Purchase Payment	Withdrawal Amount	Contract Value After Transaction	Protected Payment Base	Protected Payment Amount	Annual Credit
Beginning of Year 1	\$100,000		\$100,000	\$100,000	\$5,000	\$0
Beginning of Year 2			\$104,000	\$108,000	\$5,400	\$8,000
Activity		\$5,400	\$98,600	\$108,000	\$0	
Beginning of Year 3			\$102,000	\$108,000	\$5,400	\$0

- Since a withdrawal that does not exceed the Protected Payment Amount takes place in Contract Year 2, the Protected Payment Base remains the same. Also, the annual credit is not added to the Protected Payment Base at the beginning of Contract Year 3.

**Example 4: Withdrawal Exceeding Protected Payment Amount**

Contract Year	Purchase Payment	Withdrawal Amount	Contract Value After Transaction	Protected Payment Base	Protected Payment Amount	Annual Credit
Beginning of Year 1	\$100,000		\$100,000	\$100,000	\$5,000	\$0
Beginning of Year 2			\$104,000	\$108,000	\$5,400	\$8,000
Activity		\$15,000	\$89,000	\$97,492	\$0	
Beginning of Year 3			\$92,000	\$97,492	\$4,875	\$0

- Since a withdrawal of \$15,000 exceeds the Protected Payment Amount in Contract Year 3, the Protected Payment Base is reduced to \$97,492
  - $A = \$9,600 = (\$15,000 - \$5,400)$
  - $B = 0.0973 = (\$9,600 / (\$104,000 - \$5,400))$
  - Protected Payment Base = \$97,492 =  $\$108,000 \times (1 - 0.0973)$
- At the beginning of Contract Year 3, the Protected Payment Amount is reset to \$4,875 ( $5\% \times \$97,492$ )

The values shown in Example 5 are based on the following assumptions:

- Rider purchased at Contract issue by a 55-year old Owner
- Automatic resets are shown, if applicable
- Interest returns are random

**Example 5: Withdrawal Prior to age [59½]**

Contract Year	Owner Age	Purchase Payment	Withdrawal Amount	Contract Value After Transaction	Protected Payment Base	Protected Payment Amount	Annual Credit
Beginning of Year 1	55	\$100,000		\$100,000	\$100,000	\$0	\$0
Beginning of Year 2	56			\$104,000	\$108,000	\$0	\$8,000
Beginning of Year 3	57			\$107,000	\$116,000	\$0	\$8,000
Activity			\$30,000	\$80,000	\$84,367	\$0	
Beginning of Year 4	58			\$83,000	\$84,367	\$0	\$0
Beginning of Year 5	59			\$86,000	\$86,000	\$0	\$0
Activity	59.5 Birthday			\$86,000	\$86,000	\$4,300	
Beginning of Year 6	60			\$89,000	\$92,880	\$4,644	\$6,880

- The Protected Payment Amount is equal to \$0 until the youngest Designated Life reaches age 59.5
- Due to the withdrawal prior to age 59.5 of \$30,000 made in Contract Year 3, the Protected Payment Base is reduced to \$84,367
  - Protected Payment Base is reduced based on a pro-rata reduction
    - $A = \$30,000$
    - $B = 0.2727 = \$30,000 / \$110,000$ ;  $\$110,000$  = contract value prior to the \$30,000 withdrawal
    - Protected Payment Base = \$84,367 =  $\$116,000 \times (1 - 0.2727)$
  - Protected Payment Base is reduced by the amount of the early withdrawal
    - Protected Payment Base = \$86,000 =  $\$116,000 - \$30,000$
  - Since \$84,367 is less than \$86,000, the Protected Payment Base is reduced to \$84,367
- At the beginning of Contract Year 5, a Reset takes place since the Contract Value (\$86,000) is greater than the Protected Payment Base (\$84,367). The Protected Payment Amount remains at \$0 since the youngest Designated Life has not reached age 59.5.
- During Contract Year 5, the youngest Designated Life reaches age 59.5. At this time, the Protected Payment Amount is set to \$4,300 ( $5\% \times \$86,000$ ).
- At the beginning of Contract Year 6, the Protected Payment Base is increased by the annual credit of \$6,880 ( $8\% \times \$86,000$ ) to \$92,880. The annual credit is applied again because of the Reset at the beginning of Contract Year 5. The Protected Payment Amount is increased to \$4,644.





# PACIFIC LIFE

Pacific Life Insurance Company  
[700 Newport Center Drive  
Newport Beach, CA 92660  
(800) 722-4448]

## GUARANTEED WITHDRAWAL BENEFIT VIII RIDER – JOINT LIFE

**Pacific Life Insurance Company**, a stock company, (hereinafter referred to as “we”, “us”, “our”, and the “Company”) has issued this guaranteed minimum withdrawal benefit Rider as a part of the annuity Contract to which it is attached.

All provisions of the Contract that do not conflict with this Rider apply to this Rider. In the event of any conflict between the provisions of this Rider and the provisions of the Contract, the provisions of this Rider shall prevail over the provisions of the Contract.

**The purpose of the guaranteed living benefit provided under this Rider is to provide security through a stream of income payments to the Owner. This Rider will terminate upon assignment or a change in ownership of the contract unless the new assignee or Owner meets the qualifications specified in the Termination of Rider provision.**

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## **RIDER SPECIFICATIONS**

**Annual Charge Percentage: [0.65%]**

**Maximum Annual Charge Percentage: 1.50%**

The initial Annual Charge percentage is guaranteed under the conditions stated in this Rider and in effect when it was set. Utilization of resets may increase the Annual Charge percentage, subject to the maximum Annual Charge percentage in this Rider. For a complete description of the charges and deductions shown above, refer to the **Annual Charge** provision of this Rider.

**Withdrawal Percentage:** The withdrawal percentage is determined according to the table below based on the youngest Designated Life at the time of the first withdrawal.

If a withdrawal occurs after an Automatic Reset or Owner-Elected Reset, the withdrawal percentage will be based on the youngest Designated Life at the time of withdrawal according to the table below.

<b>Age</b>	<b>Withdrawal Percentage</b>
[Before 59½]	[0.0%]
[59½ – 64]	[4.5%]
[65 – 69]	[4.5%]
[70 – 74]	[5.5%]
[75 – 79]	[5.5%]
[80 – 84]	[6.5%]
[85 and older]	[6.5%]

Upon the first withdrawal after attainment of age [59½] of the youngest Designated Life, the withdrawal percentage will be based on the corresponding age in the table above. Withdrawals prior to the attainment of age [59½] of the youngest Designated Life will not impact the determination of the withdrawal percentage. This will occur regardless of whether an Automatic Reset or Owner-Elected Reset occurs.

**Definition of Terms** – Unless redefined below, the terms defined in the Contract will have the same meaning when used in this Rider. For purposes of this Rider, the following definitions apply:

**Annual RMD Amount** – The amount required to be distributed each Calendar Year for purposes of satisfying the minimum distribution requirements of Internal Revenue Code Section 401(a)(9) and related Code provisions in effect on the Rider Effective Date.

**Designated Lives** (each a “**Designated Life**”) – Designated Lives must be natural persons who are each other’s spouses on the Rider Effective Date. Designated Lives will remain unchanged while this Rider is in effect.

To be eligible for lifetime benefits, a Designated Life must:

- (a) be the Owner (or the Annuitant, in the case of a custodial owned IRA or TSA); or
- (b) meet the following two conditions:
  - (i) remain the spouse of the other Designated Life; and
  - (ii) be the first in the line of succession as determined under the Contract for payment of any death benefit.

**Protected Payment Amount** – The maximum amount that can be withdrawn under this Rider without reducing the Protected Payment Base.

The Protected Payment Amount is equal to the withdrawal percentage described in the **Withdrawal Percentage** provision multiplied by the Protected Payment Base as of that day, less cumulative withdrawals during the Contract Year.

The Protected Payment Amount will never be less than zero. Any Protected Payment Amount that is not withdrawn during a Contract Year may not be withdrawn in a subsequent contract year. Upon telephone or written request we will provide you with the Protected Payment Amount as of that day.

**Protected Payment Base** – An amount used to determine the Protected Payment Amount. The Protected Payment Base will never be less than zero and will remain unchanged except as otherwise described under the provisions of this Rider. THE PROTECTED PAYMENT BASE CANNOT BE WITHDRAWN AS A LUMP SUM, IS NOT PAYABLE AS A DEATH BENEFIT, AND IS NOT USED IN CALCULATING ANY ANNUITY OPTION AVAILABLE UNDER THE CONTRACT.

**Reset Date** – Any Contract Anniversary after the Rider Effective Date on which an Automatic Reset or an Owner-Elected Reset occurs.

**Spouse** – The Owner’s spouse, who is treated as the Owner’s spouse pursuant to federal law.

**Surviving Spouse** – The surviving spouse of the deceased Owner.

For purposes of this Rider, the term “**withdrawal**” includes any applicable withdrawal charges, Market Value Adjustment, and charges for premium taxes and/or other taxes, if applicable. Amounts withdrawn under this Rider will reduce the Contract Value by the amount withdrawn and will be subject to the same conditions, limitations, restrictions and all other fees, charges and deductions, if applicable, as withdrawals otherwise made under the provisions of the Contract.

**Guaranteed Withdrawal Benefit VIII Rider – Joint Life** – You have purchased a Guaranteed Withdrawal Benefit VIII Rider – Joint Life. Subject to the terms and conditions described herein, this Rider:

- (a) allows for withdrawals up to the Protected Payment Amount without any adjustment to the Protected Payment Base, until the death of all Designated Lives eligible for lifetime benefits, subject to the provisions of this rider;

- (b) allows for withdrawals for purposes of satisfying the minimum distribution requirements of Internal Revenue Code Section 401(a)(9) and related Code provisions in effect on the Rider Effective Date, regardless of the amount, without any adjustment to the Protected Payment Base, subject to certain conditions as described herein;
- (c) provides for Automatic Annual Resets or Owner-Elected Resets of the Protected Payment Base.

We will provide you with an annual statement that lists the Protected Payment Amount and Protected Payment Base.

**Eligibility** – This Rider may be purchased and added to the Contract on the Contract Issue Date or Contract Anniversary, if available, provided that on the Rider Effective Date:

- (a) the Contract is issued as a:
  - (i) Non-Qualified Contract, except that if the Owner is a trust or other entity, this Rider is not Available; or
  - (ii) Qualified Contract under Code Section 408(a), 408(k), 408A, 408(p) or 403(b), except for an Inherited IRA, Inherited Roth IRA, Inherited TSA, 401(a), 401(k), Individual(k), Keogh, or 457 plan.
- (b) the age of each Designated Life is [85] years or younger; and
- (c) the Contract is structured such that upon death of one Designated Life, the surviving Designated Life may retain or assume ownership of the Contract; and
- (d) any Annuitant is a Designated Life; and

For the purposes of meeting the eligibility requirements, Designated Lives must be any one of the following:

- (a) A sole Owner with the Owner's spouse designated as the sole primary beneficiary; or
- (b) Joint Owners, where the Owners are each other's spouses; or
- (c) If the Contract is issued as a custodial owned IRA or TSA, the beneficial owner must be the Annuitant and the Annuitant's spouse must be designated as the sole primary beneficiary under the Contract. The custodian, under a custodial owned IRA or TSA, for the benefit of the beneficial owner, may be designated as sole primary beneficiary, provided that the spouse of the beneficial owner is the sole primary beneficiary of the custodial account.

**Annual Charge** – An annual charge for expenses related to this Rider will be deducted on the Contract Anniversary. The annual charge is equal to [0.65%] and will not exceed a maximum annual charge percentage of 1.50%.

The charge is deducted, in arrears, on each Contract Anniversary that this Rider remains in effect. The charge is equal to the annual charge percentage multiplied by the Protected Payment Base on the day the charge is deducted. The charge will be deducted from the Contract Value on a proportionate basis relative to the Fixed Account Option Value and the Index-Linked Option Value(s).

The annual charge percentage established on the Rider Effective Date will not change, except as otherwise described in the provisions of this Rider.

If this Rider terminates on a Contract Anniversary, the entire charge for the prior Contract Anniversary will be deducted from the Contract Value on that Contract Anniversary.

If the Rider terminates prior to a Contract Anniversary for reasons other than death of an Owner or death of the sole surviving Annuitant, we will prorate the charge. The prorated amount will be based on the Protected Payment Base as of the day the Rider terminates. Such prorated amount will be deducted from the Contract Value on the earlier of the day the Contract terminates or the Contract Anniversary immediately following the day the Rider terminates.

If the Rider terminates as a result of the death of an Owner or death of the sole surviving Annuitant, any annual charge deducted between the date of death and the Notice Date will be prorated as applicable to the date of death and added to the Contract Value on the Notice Date.

We will waive the charge for the current year in the following cases:

- (a) upon full annuitization of the Contract;
- (b) after the Contract Value is zero.

ANY PORTION OF THE CHARGE APPLICABLE TO AN INDEX-LINKED OPTION WILL BE DEDUCTED EVEN IF THERE HAS BEEN NO INDEX-LINKED INTEREST CREDITED TO THAT INDEX-LINKED OPTION.

**Change in Annual Charge** – The annual charge percentage, and corresponding deduction, may change as a result of any Automatic Reset or Owner-Elected reset. The annual charge percentage will never exceed the annual charge percentage then in effect for new issues of this same Rider. If we are no longer issuing this Rider, any change in the annual charge percentage will not result in an annual charge percentage that exceeds the maximum annual charge percentage specified in the **Annual Charge** provision.

If the Protected Payment Base is never reset, the annual charge percentage established on the Rider Effective Date is guaranteed not to change.

**Initial Values** – The Protected Payment Base is initially determined on the Rider Effective Date. On the Rider Effective Date, the Protected Payment Base is equal to the Initial Purchase Payment or, if effective on a Contract Anniversary, the Contract Value on that Contract Anniversary.

**Subsequent Purchase Payments** – Purchase Payments received after the Rider Effective Date will result in an increase in the Protected Payment Base by the amount of the Purchase Payment.

**Annual Credit** – On each Contract Anniversary after the Rider Effective Date, an annual credit will be applied to the Protected Payment Base if, as of that Contract Anniversary:

- (a) no withdrawals have occurred after the Rider Effective Date or the most recent Reset Date, whichever is later; and
- (b) that Contract Anniversary is within the first ten (10) Contract Anniversaries, measured from the Rider Effective Date or the most recent Reset Date, whichever is later.

The annual credit amount is calculated as follows:

- (a) [8.0%] of the total Purchase Payments if the Rider is added to the Contract at contract issue; or
- (b) [8.0%] of the Contract Value on the Effective Date the Rider is added to the Contract.

Once a withdrawal has occurred, no annual credit will be applied to the Protected Payment Base on any Contract Anniversary following the withdrawal, unless an Automatic Reset or an Owner-Elected Reset occurs, in which case eligibility for the annual credit will begin as of the Reset Date. The annual credit will be equal to [8.0%] of the Protected Payment Base as of the Reset Date.

**Withdrawal Percentage** – The withdrawal percentage is determined according to the table below based on the youngest Designated Life at the time of the first withdrawal.

If a withdrawal occurs after an Automatic Reset or Owner-Elected Reset, the withdrawal percentage will be based on the youngest Designated Life at the time of withdrawal according to the table below.

Age	Withdrawal Percentage
[Before 59½]	[0.0%]
[59½ – 64]	[4.5%]
[65 – 69]	[4.5%]
[70 – 74]	[5.5%]
[75 – 79]	[5.5%]
[80 – 84]	[6.5%]
[85 and older]	[6.5%]

Upon the first withdrawal after attainment of age [59½] of the youngest Designated Life, the withdrawal percentage will be based on the corresponding age in the table above. Withdrawals prior to the attainment of age [59½] of the youngest Designated Life will not impact the determination of the withdrawal percentage. This will occur regardless of whether an Automatic Reset or Owner-Elected Reset occurs.

**Withdrawal of Protected Payment Amount** – While this Rider is in effect, you may withdraw up to the Protected Payment Amount without any adjustment to the Protected Payment Base, until the Rider terminates as specified in the **Termination of Rider** provision of this Rider.

If a withdrawal does not exceed the Protected Payment Amount immediately prior to the withdrawal, the Protected Payment Base will remain unchanged.

**Withdrawals Exceeding Protected Payment Amount** – Except as otherwise provided under the **Withdrawals to Satisfy Required Minimum Distribution** provision of this Rider, if a withdrawal exceeds the Protected Payment Amount immediately prior to that withdrawal, we will reduce the Protected Payment Base. This adjustment will occur immediately following the withdrawal according to the following calculation:

- (a) Determine excess withdrawal amount (“A”) where A equals total withdrawal amount (including any applicable withdrawal charge and Market Value Adjustment) minus the Protected Payment Amount immediately prior to the withdrawal;
- (b) Determine ratio for proportionate reduction (“B”) where B equals A divided by (Contract Value immediately prior to the withdrawal minus Protected Payment Amount immediately prior to the withdrawal);
- (c) Determine the new Protected Payment Base which equals (Protected Payment Base immediately prior to the withdrawal) multiplied by (1 minus B). The Protected Payment Base will never be less than zero. If the Contract Value is reduced to zero, the Protected Payment Base will be reduced to zero.

WITHDRAWALS EXCEEDING THE PROTECTED PAYMENT AMOUNT COULD REDUCE FUTURE BENEFITS BY MORE THAN THE DOLLAR AMOUNT OF THE WITHDRAWAL.

The amount available for withdrawal under the Contract must be sufficient to support any withdrawal that would otherwise exceed the Protected Payment Amount.

**Withdrawals to Satisfy Required Minimum Distribution** – No adjustment will be made to the Protected Payment Base if a withdrawal made under this Rider exceeds the Protected Payment Amount immediately prior to the withdrawal, provided that such withdrawal (herein referred to as an “**RMD withdrawal**”) is for purposes of satisfying the minimum distribution requirements of Internal Revenue Code Section 401(a)(9) and related Code provisions in effect on the Rider Effective Date, and further subject to the following:

- (a) you have authorized us to calculate and make periodic distribution of the Annual RMD Amount for the Calendar Year required based on the payment frequency you have chosen;

- (b) the Annual RMD Amount is based on this Contract only; and
- (c) no withdrawals (other than RMD withdrawals) are made from the Contract during the Contract Year; and
- (d) the youngest Designated Life is age [59 ½] or older.

**Depletion of Contract Value** – If the youngest Designated Life is age [59 ½] or older, and a withdrawal (including an RMD withdrawal) does not exceed the Protected Payment Amount immediately prior to the withdrawal and reduces the Contract Value to zero, the following will apply:

- (a) the Protected Payment Amount will be paid each year until the death of all Designated Lives eligible for lifetime benefits. The payments will be made under a series of pre-authorized withdrawals under a payment frequency, as elected by the Owner, but no less frequently than annually;
- (b) no additional Purchase Payments will be accepted under the Contract;
- (c) no additional withdrawals will be permitted under the Contract;
- (d) the Contract will cease to provide any death benefit;
- (e) any remaining Guaranteed Minimum Surrender Value (“GMSV”) will be paid as a lump sum.

If the youngest Designated Life is younger than age [59 ½], and a withdrawal (including an RMD withdrawal) reduces the Contract Value to zero, this Rider will terminate.

**Automatic Reset** – On each Contract Anniversary while this Rider is in effect and before the Annuity Date, we will automatically reset the Protected Payment Base if the Protected Payment Base is less than the Contract Value on that Contract Anniversary.

The Protected Payment Base will be reset to an amount equal to 100% of the Contract Value.

The annual charge percentage may change as a result of any Automatic Reset. (See **Change in Annual Charge** provision). We will provide you with written confirmation of each Automatic Reset.

**Automatic Reset – Opt-Out Election** – If you are within [sixty (60)] days after a Contract Anniversary on which an automatic reset is effective, you have the option to reinstate the Protected Payment Base, Protected Payment Amount, and the annual charge percentage to their respective amounts immediately before the Automatic Reset.

If you elect this option, your opt-out election must be received, in a form satisfactory to us, at our Service Center within the same [sixty (60)] day period after the Contract Anniversary on which the reset is effective.

Any future Automatic Resets will continue in effect in accordance with the **Automatic Reset** provision of this Rider.

**Automatic Reset – Future Participation** – You may elect not to participate in future Automatic Resets at any time. Your election must be received, in a form satisfactory to us, at our Service Center, while this Rider is in effect and before the Annuity Date. Such election will be effective for future Contract Anniversaries.

If you previously elected not to participate in Automatic Resets, you may elect to participate in future Automatic Resets at any time. Your election to resume participation must be received, in a form satisfactory to us, at our Service Center while this Rider is in effect and before the Annuity Date. Such election will be effective for future Contract Anniversaries as described in the **Automatic Reset** provision.

**Owner-Elected Resets (Non-Automatic)** – You may, on any Contract Anniversary after the Rider Effective Date or the most recent Reset Date, whichever is later, elect to reset the Protected Payment Base to an amount equal to 100% of the Contract Value as of that Contract Anniversary. The annual charge percentage may change if you elect this reset option. (See **Change in Annual Charge** provision).

On each Reset Date we will set the Protected Payment Base to an amount equal to 100% of the Contract Value as of that Reset Date.

If you elect this option, your election must be received, in a form satisfactory to us, at our Service Center within [sixty (60)] days after the Contract Anniversary on which the Reset is effective. This option may result in a reduction in the Protected Payment Base and Protected Payment Amount. We will provide you with written confirmation of your election.

**Application of Rider Provisions** – On and after each Reset Date, the provisions of this Rider shall apply in the same manner as they applied when the Rider was originally issued. The limitations and restrictions on Purchase Payments and withdrawals, the deduction of annual charges and any future reset options available on and after each Reset Date, will again apply and will be measured from that Reset Date.

**Annuitization** – If you annuitize the Contract at the maximum Annuity Date specified in the Contract and this Rider is still in effect at the time of your election and a Life Only fixed annuity option is chosen, the annuity payments will be equal to the greater of:

- (a) the Life Only fixed annual payment amount determined in accordance with the terms of the Contract; or
- (b) the Protected Payment Amount in effect at the maximum Annuity Date.

If you annuitize the Contract at any time prior to the maximum Annuity Date specified in the Contract, your annuity payments will be determined in accordance with the terms of the Contract. The Protected Payment Base and Protected Payment Amount under this Rider will not be used in determining any annuity payments.

**Continuation of Rider if Surviving Spouse Continues Contract** – If the Owner dies while this Rider is in effect and if the surviving spouse of the deceased Owner (who is also a Designated Life eligible for lifetime benefits) elects to continue the Contract in accordance with its terms, the surviving spouse may continue to take withdrawals of the current Protected Payment Amount under this Rider, until the day of death of such surviving spouse. If no withdrawals have occurred since the Rider Effective Date, the withdrawal percentage and corresponding Protected Payment Amount will be based on age when the surviving spouse takes a withdrawal. The surviving spouse may elect any of the reset options available under this Rider for subsequent Contract Anniversaries.

**Ownership and Beneficiary Changes** – Changes in Contract Owner(s), Annuitant and/or Beneficiary designations and changes in marital status may adversely affect the benefits of this Rider.

**Termination of Rider** – Except as otherwise provided under the **Continuation of Rider if Surviving Spouse Continues Contract** provision of this Rider, this Rider will automatically terminate upon the earliest to occur of one of the following events:

- (a) the day of death of all Designated Lives eligible for lifetime benefits;
- (b) upon the death of the first Designated Life, if a death benefit is payable and a spouse who chooses to continue the contract is not a Designated Life eligible for lifetime benefits;
- (c) upon the death of the first Designated Life, if a death benefit is payable and the Contract is not continued according to the **Continuation of Rider if Surviving Spouse Continues Contract** provision;
- (d) if both Designated Lives are Joint Owners and there is a change in marital status, the Rider will terminate upon the death of the first Designated Life eligible for lifetime benefits and who is also an Owner;
- (e) the day the Contract is terminated in accordance with the provisions of the Contract;
- (f) the day that neither Designated Life is an Owner (or Annuitant, in the case of a custodial owned IRA or TSA);



- (g) the Annuity Date;
- (h) the day that the Contract Value is reduced to zero as a result of a withdrawal (except an RMD withdrawal) that exceeds the Protected Payment Amount; or
- (i) the day that the Contract Value is reduced to zero and the youngest Designated Life is younger than age [59 ½].

This Rider does not terminate upon divorce of Joint Owners.

This Rider and the Contract will not terminate if the Contract Value is zero and we are making pre-authorized withdrawals of the Protected Payment Amount.

The rider may be voluntarily terminated by the Owner after one year from the Rider Effective Date.

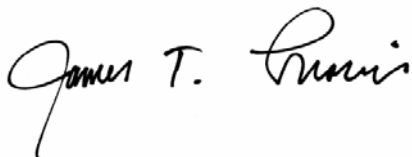
**Rider Effective Date** – This Rider is effective on the Contract Date, unless a later date is shown below.

Rider Effective Date: [Date]

All other terms and conditions of the Contract remain unchanged by this Rider.

**PACIFIC LIFE INSURANCE COMPANY**

[



Chairman and Chief Executive Officer



Secretary]

## GUARANTEED WITHDRAWAL BENEFIT VIII RIDER – JOINT LIFE

### SAMPLE CALCULATIONS – For Illustration Purposes Only

The numeric examples shown in this section are based on certain assumptions. They have been provided to assist in understanding the benefits provided by this Rider and to demonstrate how Purchase Payments received and withdrawals made from the Contract prior to the Annuity Date affect the values and benefits under this Rider over an extended period of time. **These examples are not intended to serve as projections of future values.**

The values shown in Examples 1 through 4 are based on the following assumptions:

- Rider purchased at Contract issue and the youngest Designated Life is age 60
- Automatic Resets are shown, if applicable
- Amounts of interest credited are hypothetical

#### Example 1: Setting of Initial Values

Contract Year	Purchase Payment	Withdrawal Amount	Contract Value After Transaction	Protected Payment Base	Protected Payment Amount	Annual Credit
Beginning of Year 1	\$100,000		\$100,000	\$100,000	\$5,000	\$0

#### Example 2: Annual Credit

Contract Year	Purchase Payment	Withdrawal Amount	Contract Value After Transaction	Protected Payment Base	Protected Payment Amount	Annual Credit
Beginning of Year 1	\$100,000		\$100,000	\$100,000	\$5,000	\$0
Beginning of Year 2			\$104,000	\$108,000	\$5,400	\$8,000

- Since no withdrawals were taken during the first Contract Year, an annual credit of \$8,000 (8% x \$100,000) is added to the Protected Payment Base at the beginning of Contract Year 2.

#### Example 3: Withdrawals Not Exceeding the Protected Payment Amount

Contract Year	Purchase Payment	Withdrawal Amount	Contract Value After Transaction	Protected Payment Base	Protected Payment Amount	Annual Credit
Beginning of Year 1	\$100,000		\$100,000	\$100,000	\$5,000	\$0
Beginning of Year 2			\$104,000	\$108,000	\$5,400	\$8,000
Activity		\$5,400	\$98,600	\$108,000	\$0	
Beginning of Year 3			\$102,000	\$108,000	\$5,400	\$0

- Since a withdrawal that does not exceed the Protected Payment Amount takes place in Contract Year 2, the Protected Payment Base remains the same. Also, the annual credit is not added to the Protected Payment Base at the beginning of Contract Year 3.

#### Example 4: Withdrawal Exceeding Protected Payment Amount

Contract Year	Purchase Payment	Withdrawal Amount	Contract Value After Transaction	Protected Payment Base	Protected Payment Amount	Annual Credit
Beginning of Year 1	\$100,000		\$100,000	\$100,000	\$5,000	\$0
Beginning of Year 2			\$104,000	\$108,000	\$5,400	\$8,000
Activity		\$15,000	\$89,000	\$97,492	\$0	
Beginning of Year 3			\$92,000	\$97,492	\$4,875	\$0

- Since a withdrawal of \$15,000 exceeds the Protected Payment Amount in Contract Year 3, the Protected Payment Base is reduced to \$97,492
  - $A = \$9,600 = (\$15,000 - \$5,400)$
  - $B = 0.0973 = (\$9,600 / (\$104,000 - \$5,400))$
  - Protected Payment Base =  $\$97,492 = \$108,000 \times (1 - 0.0973)$
- At the beginning of Contract Year 3, the Protected Payment Amount is reset to \$4,875 ( $5\% \times \$97,492$ )

#### Example 5: Withdrawal Prior to age [59½]

Contract Year	Owner Age	Purchase Payment	Withdrawal Amount	Contract Value After Transaction	Protected Payment Base	Protected Payment Amount	Annual Credit
Beginning of Year 1	55	\$100,000		\$100,000	\$100,000	\$0	\$0
Beginning of Year 2	56			\$104,000	\$108,000	\$0	\$8,000
Beginning of Year 3	57			\$107,000	\$116,000	\$0	\$8,000
Activity			\$30,000	\$80,000	\$84,367	\$0	
Beginning of Year 4	58			\$83,000	\$84,367	\$0	\$0
Beginning of Year 5	59			\$86,000	\$86,000	\$0	\$0
Activity	59.5 Birthday			\$86,000	\$86,000	\$4,300	
Beginning of Year 6	60			\$89,000	\$92,880	\$4,644	\$6,880

- The Protected Payment Amount is equal to \$0 until the youngest Designated Life reaches age 59.5
- Due to the early withdrawal of \$30,000 made in Contract Year 3, the Protected Payment Base is reduced to \$84,367
  - Protected Payment Base is reduced based on a pro-rata reduction
    - $A = \$30,000$
    - $B = 0.2727 = \$30,000 / \$110,000$ ;  $\$110,000 =$  contract value prior to the \$30,000 withdrawal
    - Protected Payment Base =  $\$84,367 = \$116,000 \times (1 - 0.2727)$
  - Protected Payment Base is reduced by the amount of the early withdrawal
    - Protected Payment Base =  $\$86,000 = \$116,000 - \$30,000$
  - Since \$84,367 is less than \$86,000, the Protected Payment Base is reduced to \$84,367
- At the beginning of Contract Year 5, a Reset takes place since the Contract Value (\$86,000) is greater than the Protected Payment Base (\$84,367). The Protected Payment Amount remains at \$0 since the youngest Designated Life has not reached age 59.5.
- During Contract Year 5, the youngest Designated Life reaches age 59.5. At this time, the Protected Payment Amount is set to \$4,300 ( $5\% \times \$86,000$ ).
- At the beginning of Contract Year 6, the Protected Payment Base is increased by the annual credit of \$6,880 ( $8\% \times \$86,000$ ) to \$92,880. The annual credit is applied again because of the Reset at the beginning of Contract Year 5. The Protected Payment Amount is increased to \$4,644.

**STATEMENT OF VARIABILITY**

**Form Number**      **Form Description**

30-1209	Individual Limited Premium Deferred Fixed Annuity
25-1209	Individual Fixed Annuity Application
20-1210	Individual Fixed Annuity Rider
20-1211	Individual Fixed Annuity Rider

This Statement of Variability identifies and explains the variable items, denoted by brackets, contained in the above referenced variable annuity forms. Any changes within these areas will be administered in accordance with the requirements of your state, including any requirements for prior approval of a change.

**Individual Limited Premium Deferred Fixed Annuity Contract Form No. 30-1209**

<b>Page No.</b>	<b>Bracketed (Variable) Text</b>	<b>Explanation of Variability/Range of Variables</b>
Cover & Back Page	Company address & phone number	Current information shown. In the event of a change in the company address and/or phone number, the new information will be shown.
Cover Page	Right to Cancel [twenty (20)] days	The standard right to cancel period is 20 days in non-replacement situations. In replacement situations, this period will reflect 30 days or, if this time period is changed by the state law, the appropriate time period will be shown.
Cover Page	Officer Signatures & Titles	Current signatures and titles shown. In the event of a change in company officers, the new officer's signature and title will be shown.
3A	Contract Number, Contract Date, Contract Type, Owner(s), Annuitant(s), Annuitant's Age, Annuity Date, Annuitant's Sex, and Initial Purchase Payment Amount.	Customer specific information that will change for each contract issue. These items are completed, as applicable, depending on the circumstances of each particular Owner and Annuitant and the information contained in the application.
3A	Maximum Issue Age [85]	The Maximum Issue Age is currently 85. Any change in this amount will be displayed. The Maximum Issue Age range for this contract is 50-85.
3A	Credit Enhancement [1.50%]	The credit enhancement may vary depending on the length of the surrender charge period elected. Any change in this amount will be displayed. The Credit Enhancement range for this contract is 0.25% to 5%.
3A	Minimum Subsequent Purchase Payment Amount [\$1,000]	Current minimum subsequent purchase payment amount is shown. Any change in this amount will be displayed. The range for the minimum purchase payment amount is \$100 to \$25,000.
3A	Maximum Purchase Payment Amount without Home Office Approval [\$1,000,000]	The Maximum Purchase Payment Amount without Home Office Approval is shown. Any change in this amount will be displayed. The range for the Maximum Purchase Payment Amount without Home Office Approval is \$500,000 to \$10,000,000.
3A	Maximum Aggregate Additional Purchase Payments [\$100,000]	The Maximum Aggregate Additional Purchase Payment is shown. Any change in this amount will be displayed. The range for the Maximum Aggregate Additional Purchase Payments is \$10,000 to \$1,000,000.
3A	Optional Riders & Annual Charge %	The optional riders and their corresponding annual charge percentages shown on the Contract Specifications page are those which we are currently offering. If an optional rider is elected at the time of application for the contract, each rider so elected and its corresponding annual charge percentage will be displayed as shown. If an optional rider is not elected, that rider and its annual charge percentage will not be displayed. Any approved Individual Limited Premium Deferred Fixed Annuity rider shown on the application could be chosen. Any new optional rider added to this section will only be those optional riders that have been previously approved.

3A	Withdrawal Charge Period/Table of Withdrawal Charge Percentages.	<p>The Contract offers three different Withdrawal Charge Periods, including a 6 year, 8 year, and 10 year. The appropriate table will be shown depending on the Withdrawal Charge Period selected by the Owner on the application. The tables are as follows:</p> <p>6 Year:</p> <table><tr><td><u>Year of Withdrawal</u></td><td><u>% of Gross Withdrawal</u></td></tr><tr><td>First</td><td>9%</td></tr><tr><td>Second</td><td>8%</td></tr><tr><td>Third</td><td>8%</td></tr><tr><td>Fourth</td><td>7%</td></tr><tr><td>Fifth</td><td>6%</td></tr><tr><td>Sixth</td><td>4%</td></tr><tr><td>Seventh and Later</td><td>0%]</td></tr></table> <p>8 Year:</p> <table><tr><td><u>Year of Withdrawal</u></td><td><u>% of Gross Withdrawal</u></td></tr><tr><td>First</td><td>9%</td></tr><tr><td>Second</td><td>8%</td></tr><tr><td>Third</td><td>8%</td></tr><tr><td>Fourth</td><td>7%</td></tr><tr><td>Fifth</td><td>6%</td></tr><tr><td>Sixth</td><td>4%</td></tr><tr><td>Seventh</td><td>4%</td></tr><tr><td>Eighth</td><td>3%</td></tr><tr><td>Ninth and Later</td><td>0%</td></tr></table> <p>10 Year</p> <table><tr><td><u>Year of Withdrawal</u></td><td><u>% of Gross Withdrawal</u></td></tr><tr><td>First</td><td>9%</td></tr><tr><td>Second</td><td>8%</td></tr><tr><td>Third</td><td>8%</td></tr><tr><td>Fourth</td><td>7%</td></tr><tr><td>Fifth</td><td>6%</td></tr><tr><td>Sixth</td><td>4%</td></tr><tr><td>Seventh</td><td>4%</td></tr><tr><td>Eighth</td><td>3%</td></tr><tr><td>Ninth</td><td>2%</td></tr><tr><td>Tenth</td><td>1%</td></tr><tr><td>Eleventh and later</td><td>0%</td></tr></table>	<u>Year of Withdrawal</u>	<u>% of Gross Withdrawal</u>	First	9%	Second	8%	Third	8%	Fourth	7%	Fifth	6%	Sixth	4%	Seventh and Later	0%]	<u>Year of Withdrawal</u>	<u>% of Gross Withdrawal</u>	First	9%	Second	8%	Third	8%	Fourth	7%	Fifth	6%	Sixth	4%	Seventh	4%	Eighth	3%	Ninth and Later	0%	<u>Year of Withdrawal</u>	<u>% of Gross Withdrawal</u>	First	9%	Second	8%	Third	8%	Fourth	7%	Fifth	6%	Sixth	4%	Seventh	4%	Eighth	3%	Ninth	2%	Tenth	1%	Eleventh and later	0%
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3B	S&P 500® INDEX & MSCI ACWI® INDEX Abbreviations and Disclosures	Both trademark indices require a disclosure statement in the contract. If the index abbreviations or the disclosure statements change in the future, the text will be updated accordingly. If an index is no longer used, the text will be omitted.																																																												
3C	S&P 500® INDEX & MSCI ACWI® INDEX Abbreviations	Both trademark indices require specific abbreviations. If these abbreviations change in the future, the revised abbreviation will be shown. If an index is no longer used, the text will be omitted.																																																												
3C	Minimum Fixed Account Option Guaranteed Rate	The Minimum Fixed Account Option Guaranteed Rate that is in effect for each specific Contract will be displayed. The range of the Minimum Fixed Account Option Guaranteed Rate is between 1% and 3%.																																																												
3C	Minimum Index-Linked Interest Rate Cap for the 1 Year Point to Point Index-Linked Option	The Minimum Index-Linked Interest Rate Cap for the 1 Year Point to Point Index-Linked Option for each specific Contract will be displayed. The range is between 2.25% to 20.0%. Any Caps will be determined by factors such as then current financial conditions, the amount of purchase payment submitted, and expenses related to the specific distribution system marketing the Contract.																																																												
3C	Minimum Index-Linked Interest Rate Cap for the 2 Year Point to Point Index-Linked Option	The Minimum Index-Linked Interest Rate Cap for the 2 Year Point to Point Index-Linked Option for each specific Contract will be displayed. The range is between 4.25% to 25.0%. Any Cap will be determined by factors such as then current financial conditions, the amount of purchase payment submitted, and expenses related to the specific distribution system marketing the Contract.																																																												

3C	Minimum Declared Index Option Interest Rate	The Minimum Declared Index Interest Rate for each specific Contract will be displayed. The range is between 2.0% to 20.0%. Any Minimum Declared Index Interest Rate will be determined by factors such as then current financial conditions, the amount of purchase payment submitted, and expenses related to the specific distribution system marketing the Contract.
3D	Initial Purchase Payment Allocations: Purchase Payment Allocation Percentage; Purchase Payment Allocation Amount.	Contract specific information that will change for each contract issue. These items are completed, as applicable, depending on the selections chosen by the Owner on the application.
3D	Initial Purchase Payment Allocations: Fixed Account Option Guaranteed Rate	The Fixed Account Option Guaranteed Rate is set at contract issue and will be between the range of 1% and 3%.
3D	Initial Purchase Payment Allocations: Initial Index-Linked Interest Rate Cap For Purchase Payments Less Than \$100,000; Initial Index-Linked Interest Rate Cap For Purchase Payments \$100,000 and Greater	The initial Index-Linked Interest Rate Caps are set at contract issue. The range for all 1 Year Point To Point caps is 2.25% to 20%. The range for all 2 Year Point to Point caps is 4.5% to 25%.
3D	Initial Purchase Payment Allocations: Initial Declared Index Interest Rate For Purchase Payments Less Than \$100,000; Initial Declared Index Interest Rate For Purchase Payments \$100,000 and Greater	The initial Declared Index Interest Rate is set at contract issue. The range is between 2.0% and 20%.
3D	Initial Guarantee Period	The Initial Guarantee Period will be either 6, 8, or 10 years and will correspond to the years of the Withdrawal Charge Period selected by the Owner on the application.
3E	Service Center address	Current service center address is shown. In the event of a change in the address of our Service Center, the new address will be shown.
3E	Toll-Free Numbers and Hours of Operation	Current toll-free numbers and hours of information are shown. Our toll-free numbers and hours of operation may change as a result of any address change in our Service Center, change of telephone number and/or business hours.
5	Guaranteed Minimum Surrender Value ("GMSV"): Percentage and applicable rates.	The applicable GMSV percentage may change in the future for new issues of the contract. The range is between 87.5% and 100%. Additionally, the applicable interest rates may change in the future. The range is between 1.0% and 3.0%.
8	Misstatement of Age and/or Sex	The current rate is shown. This rate may change in the future for new issues of the Contract and the range will be between 1.0% and 3.0%.
28	Basis of Computations	The current mortality table used and annual rate is shown. This mortality table and rate may change in the future for new issues of the Contract. The range of rates will be between 1.0% and 3.0%.
29-30	Annuity Tables & Rates	The current tables and rates are shown. These tables may change in the future for new issues of the Contract and will reflect the mortality table and rate referenced in the <b>Basis of Computations</b> provision on page 28.

**Fixed Annuity Application Form No. 25-1209**

Page No.	Bracketed (Variable) Text	Explanation of Variability/Range of Variables
1	Product Name	The marketing name of the product applied for will be displayed.
1	Company Addresses & Toll-Free Telephone Numbers	The current information is shown. In the event of a change in the company address, internet address and/or toll-free telephone numbers, the new information will be shown.
1	States of use	The states in which this application can be used. States may be added and removed in the future.
1-6	Barcode and Date	Barcodes will be assigned to this form as necessary and will change from time to time. The most current barcode revision date will be displayed to the left of the barcode.
3	Section 8 - Contract Type – [Non-Qualified, IRA, Roth IRA, SEP-IRA, TSA/403(b), Keogh/HR10, 401(a), 401(k), 457(b), 501(c)]	The contract may be issued in connection with any of the contract types indicated in this space. From time to time, we may add new contract types and remove those contract types that are no longer available or for which new sales have been discontinued.
3	Section 8 - Contract Type – [ <sup>1</sup> For trust-owned contracts, complete Trustee Certification and Disclosure. <sup>2</sup> For non-qualified contracts, if Owner is a non-natural person or corporation, complete the Non-Natural or Corporate-Owned Disclosure Statement. <sup>3</sup> For individual-owned or trust-owned Inherited IRA contracts, complete appropriate Inherited IRA Certification. <sup>4</sup> Complete TSA Certification. <sup>5</sup> Complete Qualified Plan and 457(b) Plan Disclosure.]	The references to internal forms shown in this space are their current titles. These references and their titles may change from time to time.
3	Section 11 – Optional Riders	The optional riders shown in this section are any approved individual deferred fixed annuity riders and which are available for the applicable contract. From time to time, we may add new optional riders and remove those riders that are no longer available or for which new sales have been discontinued. Any new optional rider added to this section will only be those optional riders that have been previously approved.
4	Section 12 – Interest Crediting Options	The available interest crediting options may change from time to time. If an interest crediting option is no longer available, it will be removed from this section. Additionally, the indices trademark names may change in the future.
4	S&P 500 <sup>®</sup> INDEX & MSCI ACWI <sup>®</sup> INDEX Abbreviations and Disclosures	Both trademark indices require a disclosure statement in the application. If the abbreviations or the disclosure statements change in the future, the text will be updated accordingly. If an index is no longer used, the text will be omitted.
5	Fraud Notice	The fraud notices shown here may change in the future due to changes in state laws, rules, or regulations.
6	Section 16 - Registered Representative's/Producers Statement – Option Box – [A]	The commission schedules available under the Contract in which the Registered Representative/Producer can choose from are displayed here. If there are no commission schedules available under the Contract, this box will not appear. We have bracketed the commission options to allow for future additions or deletions within the stated options, i.e, each option will either appear or not appear. The range of commission options is A, B, C, D, E, F, and G.
6	Bottom of page – Company mailing addresses	The current information is shown. In the event of a change to the company mailing address, the new address will be shown.

**Fixed Annuity Rider Form No. 20-1210**

Page No.	Bracketed (Variable) Text	Explanation of Variability/Range of Variables
1	Company Addresses & Toll-Free Telephone Numbers	Current information shown. In the event of a change in the company address, internet address and/or toll-free telephone numbers, the new information will be shown, accordingly.
1	Lifetime withdrawal age	The age upon which lifetime withdrawal benefits will be afforded may change for future issues of the above referenced rider. The range will be between 50 and 65 years old.
2	Annual Charge Percentage	The annual charge percentage may change for new issues of the above referenced rider. The current annual charge percentage is 0.65%. Any change in the annual charge percentage will not exceed a maximum annual charge percentage of 1.50%.
2	Withdrawal Percentage Table	The age and corresponding withdrawal percentage amounts may change in the future. The age range is 1 to 100 and the withdrawal percentage range is 3.0% to 9.0%
2	Lifetime withdrawal age	The age upon which lifetime withdrawal benefits will be afforded may change for future issues of the above referenced rider. The range will be between 50 and 65 years old.
3	Guaranteed Withdrawal Benefit VIII Rider – Single Life	The maximum issue age may change for future issues of the rider. The range will be between 75 years and 85 years.
4	Annual Charge	The annual charge percentage may change for new issues of the above referenced rider. The current annual charge percentage is 0.65%. Any change in the annual charge percentage will not exceed a maximum annual charge percentage of 1.50%.
5	Annual Credit	The annual credit percentage may change for new issues of the above referenced rider. The current annual credit percentage is 8.0% and the range is 5.0% to 10.0%.
5	Withdrawal Percentage Table	The age and corresponding withdrawal percentage amounts may change in the future. The age range is 1 to 100 and the withdrawal percentage range is 3.0% to 9.0%
5	Lifetime withdrawal age	The age upon which lifetime withdrawal benefits will be afforded may change for future issues of the above referenced rider. The range will be between 50 and 65 years old.
5	Lifetime withdrawal age	The age upon which lifetime withdrawal benefits will be afforded may change for future issues of the above referenced rider. The range will be between 50 and 65 years old.
7	Depletion of Contract Value	The age upon which lifetime withdrawal benefits will be afforded may change for future issues of the above referenced rider. The range will be between 50 and 65 years old.
7	Automatic Reset – Opt-Out Election	The number of days following a Contract Anniversary during which an Owner may opt-out of an automatic reset may change for future issues of the above referenced rider. The range will be between 30 and 90 days.
7	Owner Elected Resets (Non-Automatic)	The number of days following a Contract Anniversary during which an Owner may reset may change for future issues of the above referenced rider. The range will be between 30 and 90 days.
8	Termination of Rider	The age upon which lifetime withdrawal benefits will be afforded may change for future issues of the above referenced rider. The range will be between 50 and 65 years old.
8	Rider Effective Date	The Rider Effective Date is either the Contract Date for new applications or the Contract Anniversary for in-force contract owners purchasing the rider after the Contract Date.
8	Company Officer's Signatures and Titles	In the event of a change in company officers, the new company officer's signature and title will be shown.



**Fixed Annuity Rider Form No. 20-1211**

Page No.	Bracketed (Variable) Text	Explanation of Variability/Range of Variables
1	Company Addresses & Toll-Free Telephone Numbers	Current information shown. In the event of a change in the company address, internet address and/or toll-free telephone numbers, the new information will be shown, accordingly.
1	Lifetime withdrawal age	The age upon which lifetime withdrawal benefits will be afforded may change for future issues of the above referenced rider. The range will be between 50 and 65 years old.
2	Annual Charge Percentage	The annual charge percentage may change for new issues of the above referenced rider. The current annual charge percentage is 0.65%. Any change in the annual charge percentage will not exceed a maximum annual charge percentage of 1.50%.
2	Withdrawal Percentage Table	The age and corresponding withdrawal percentage amounts may change in the future. The age range is 1 to 100 and the withdrawal percentage range is 3.0% to 9.0%
2	Lifetime withdrawal age	The age upon which lifetime withdrawal benefits will be afforded may change for future issues of the above referenced rider. The range will be between 50 and 65 years old.
4	Eligibility	The maximum issue age may change for future issues of the rider. The range will be between 75 years and 85 years.
4	Annual Charge	The annual charge percentage may change for new issues of the above referenced rider. The current annual charge percentage is 0.65%. Any change in the annual charge percentage will not exceed a maximum annual charge percentage of 1.50%.
5	Annual Credit	The annual credit percentage may change for new issues of the above referenced rider. The current annual credit percentage is 8.0% and the range is 5.0% to 10.0%.
6	Withdrawal Percentage Table	The age and corresponding withdrawal percentage amounts may change in the future. The age range is 1 to 100 and the withdrawal percentage range is 3.0% to 9.0%
6	Lifetime withdrawal age	The age upon which lifetime withdrawal benefits will be afforded may change for future issues of the above referenced rider. The range will be between 50 and 65 years old.
6	Lifetime withdrawal age	The age upon which lifetime withdrawal benefits will be afforded may change for future issues of the above referenced rider. The range will be between 50 and 65 years old.
7	Withdrawals to Satisfy Required Minimum Distributions	The age upon which lifetime withdrawal benefits will be afforded may change for future issues of the above referenced rider. The range will be between 50 and 65 years old.
7	Depletion of Contract Value	The age upon which lifetime withdrawal benefits will be afforded may change for future issues of the above referenced rider. The range will be between 50 and 65 years old.
7	Automatic Reset – Opt-Out Election	The number of days following a Contract Anniversary during which an Owner may opt-out of an automatic reset may change for future issues of the above referenced rider. The range will be between 30 and 90 days.
8	Owner Elected Resets (Non-Automatic)	The number of days following a Contract Anniversary during which an Owner may reset may change for future issues of the above referenced rider. The range will be between 30 and 90 days.
9	Termination of Rider	The age upon which lifetime withdrawal benefits will be afforded may change for future issues of the above referenced rider. The range will be between 50 and 65 years old.
9	Rider Effective Date	The Rider Effective Date is either the Contract Date for new applications or the Contract Anniversary for in-force contract owners purchasing the rider after the Contract Date.
9	Company Officer's Signatures and Titles	In the event of a change in company officers, the new company officer's signature and title will be shown.

**PACIFIC LIFE INSURANCE COMPANY**  
700 Newport Center Drive ● Newport Beach, CA 92660

**STATEMENT OF VARIABILITY**

**Form Number**      **Form Description**

CS1209AR      Contract Summary

This Statement of Variability identifies and explains the variable items, denoted by brackets, contained in the above referenced variable annuity forms. Any changes within these areas will be administered in accordance with the requirements of your state, including any requirements for prior approval of a change.

**Contract Summary Form No. CS1209AR**

Page No.	Bracketed (Variable) Text	Explanation of Variability/Range of Variables
Top of Each Page	Company address, phone numbers, and website.	Current information shown. In the event of a change in the company address, phone numbers, and/or website, the new information will be shown.
1	Maximum Issue Age [85]	The Maximum Issue Age is currently 85. Any change in this amount will be displayed. The Maximum Issue Age range for this contract is 50-85.
1	S&P 500 <sup>®</sup> INDEX & MSCI ACWI <sup>®</sup> INDEX Abbreviations	Both trademark indices require a specific abbreviation. If the abbreviations change in the future, the text will be updated accordingly. If an index is no longer used, the text will be omitted. Additionally, if an index-linked option is no longer available, it will be omitted.
Bottom of Each Page	[NBD] Internal Reference Code	This code may change in the future or be omitted entirely.
Bottom of Each Page	Barcode and revision date.	The barcode and corresponding revision date may change in the future or may be omitted entirely.
2	S&P 500 <sup>®</sup> INDEX & MSCI ACWI <sup>®</sup> INDEX Abbreviations	Both trademark indices require a specific abbreviation. If the abbreviations change in the future, the text will be updated accordingly. If an index is no longer used, the text will be omitted.
9	Maximum Issue Age	The maximum issue age may change for future issues of the rider. The range will be between 75 years and 85 years.
9	Lifetime Withdrawal Age [59 ½ ]	The age upon which lifetime withdrawal benefits will be afforded may change for future issues of the above referenced rider. The currently lifetime withdrawal range is 59 ½. The range will be between 50 and 65 years old.
9	Age & Withdrawal Percentage Chart	The age and corresponding withdrawal percentage amounts may change in the future. The age range is 1 to 100 and the withdrawal percentage range is 3.0% to 9.0%
9	Annual Credit Percentage	The annual credit percentage may change for new issues of the above referenced rider. The current annual credit percentage is 8.0% and the range is 5.0% to 10.0%.
9	Annual Fee Percentage	The annual charge percentage may change for new issues of the above referenced rider. The current annual charge percentage is 0.65%. Any change in the annual charge percentage will not exceed a maximum annual charge percentage of 1.50%.
10	Maximum Issue Age	The maximum issue age may change for future issues of the rider. The range will be between 75 years and 85 years.
10	Age & Withdrawal Percentage Chart	The age and corresponding withdrawal percentage amounts may change in the future. The age range is 1 to 100 and the withdrawal percentage range is 3.0% to 9.0%
10	Annual Credit Percentage	The annual credit percentage may change for new issues of the above referenced rider. The current annual credit percentage is 8.0% and the range is 5.0% to 10.0%.
10	Annual Fee Percentage	The annual charge percentage may change for new issues of the above referenced rider. The current annual charge percentage is 0.65%. Any change in the annual charge percentage will not exceed a maximum annual charge percentage of 1.50%.
11	Company address and phone number.	The company address and phone number may change in the future. If the address or phone number changes, the new information will be shown accordingly.
11	S&P 500 <sup>®</sup> INDEX & MSCI ACWI <sup>®</sup> INDEX Abbreviations and Disclosures	Both trademark indices require a specific disclosure statement. If the index abbreviations or the disclosure statements change in the future, the text will be updated accordingly. If an index is no longer used, the text will be omitted.

**STATEMENT OF VARIABILITY**

**Form Number**      **Form Description**

30-1209	Individual Limited Premium Deferred Fixed Annuity
25-1209	Individual Fixed Annuity Application
20-1210	Individual Fixed Annuity Rider
20-1211	Individual Fixed Annuity Rider

This Statement of Variability identifies and explains the variable items, denoted by brackets, contained in the above referenced variable annuity forms. Any changes within these areas will be administered in accordance with the requirements of your state, including any requirements for prior approval of a change.

**Individual Limited Premium Deferred Fixed Annuity Contract Form No. 30-1209**

<b>Page No.</b>	<b>Bracketed (Variable) Text</b>	<b>Explanation of Variability/Range of Variables</b>
Cover & Back Page	Company address & phone number	Current information shown. In the event of a change in the company address and/or phone number, the new information will be shown.
Cover Page	Right to Cancel [twenty (20)] days	The standard right to cancel period is 20 days in non-replacement situations. In replacement situations, this period will reflect 30 days or, if this time period is changed by the state law, the appropriate time period will be shown.
Cover Page	Officer Signatures & Titles	Current signatures and titles shown. In the event of a change in company officers, the new officer's signature and title will be shown.
3A	Contract Number, Contract Date, Contract Type, Owner(s), Annuitant(s), Annuitant's Age, Annuity Date, Annuitant's Sex, and Initial Purchase Payment Amount.	Customer specific information that will change for each contract issue. These items are completed, as applicable, depending on the circumstances of each particular Owner and Annuitant and the information contained in the application.
3A	Maximum Issue Age [85]	The Maximum Issue Age is currently 85. Any change in this amount will be displayed. The Maximum Issue Age range for this contract is 50-85.
3A	Credit Enhancement [1.50%]	The credit enhancement may vary depending on the length of the surrender charge period elected. Any change in this amount will be displayed. The Credit Enhancement range for this contract is 0.25% to 5%.
3A	Minimum Subsequent Purchase Payment Amount [\$1,000]	Current minimum subsequent purchase payment amount is shown. Any change in this amount will be displayed. The range for the minimum purchase payment amount is \$100 to \$25,000.
3A	Maximum Purchase Payment Amount without Home Office Approval [\$1,000,000]	The Maximum Purchase Payment Amount without Home Office Approval is shown. Any change in this amount will be displayed. The range for the Maximum Purchase Payment Amount without Home Office Approval is \$500,000 to \$10,000,000.
3A	Maximum Aggregate Additional Purchase Payments [\$100,000]	The Maximum Aggregate Additional Purchase Payment is shown. Any change in this amount will be displayed. The range for the Maximum Aggregate Additional Purchase Payments is \$10,000 to \$1,000,000.
3A	Optional Riders & Annual Charge %	The optional riders and their corresponding annual charge percentages shown on the Contract Specifications page are those which we are currently offering. If an optional rider is elected at the time of application for the contract, each rider so elected and its corresponding annual charge percentage will be displayed as shown. If an optional rider is not elected, that rider and its annual charge percentage will not be displayed. Any approved Individual Limited Premium Deferred Fixed Annuity rider shown on the application could be chosen. Any new optional rider added to this section will only be those optional riders that have been previously approved.

3A	Withdrawal Charge Period/Table of Withdrawal Charge Percentages.	<p>The Contract offers three different Withdrawal Charge Periods, including a 6 year, 8 year, and 10 year. The appropriate table will be shown depending on the Withdrawal Charge Period selected by the Owner on the application. The tables are as follows:</p> <p>6 Year:</p> <table><tr><td><u>Year of Withdrawal</u></td><td><u>% of Gross Withdrawal</u></td></tr><tr><td>First</td><td>9%</td></tr><tr><td>Second</td><td>8%</td></tr><tr><td>Third</td><td>8%</td></tr><tr><td>Fourth</td><td>7%</td></tr><tr><td>Fifth</td><td>6%</td></tr><tr><td>Sixth</td><td>4%</td></tr><tr><td>Seventh and Later</td><td>0%]</td></tr></table> <p>8 Year:</p> <table><tr><td><u>Year of Withdrawal</u></td><td><u>% of Gross Withdrawal</u></td></tr><tr><td>First</td><td>9%</td></tr><tr><td>Second</td><td>8%</td></tr><tr><td>Third</td><td>8%</td></tr><tr><td>Fourth</td><td>7%</td></tr><tr><td>Fifth</td><td>6%</td></tr><tr><td>Sixth</td><td>4%</td></tr><tr><td>Seventh</td><td>4%</td></tr><tr><td>Eighth</td><td>3%</td></tr><tr><td>Ninth and Later</td><td>0%</td></tr></table> <p>10 Year</p> <table><tr><td><u>Year of Withdrawal</u></td><td><u>% of Gross Withdrawal</u></td></tr><tr><td>First</td><td>9%</td></tr><tr><td>Second</td><td>8%</td></tr><tr><td>Third</td><td>8%</td></tr><tr><td>Fourth</td><td>7%</td></tr><tr><td>Fifth</td><td>6%</td></tr><tr><td>Sixth</td><td>4%</td></tr><tr><td>Seventh</td><td>4%</td></tr><tr><td>Eighth</td><td>3%</td></tr><tr><td>Ninth</td><td>2%</td></tr><tr><td>Tenth</td><td>1%</td></tr><tr><td>Eleventh and later</td><td>0%</td></tr></table>	<u>Year of Withdrawal</u>	<u>% of Gross Withdrawal</u>	First	9%	Second	8%	Third	8%	Fourth	7%	Fifth	6%	Sixth	4%	Seventh and Later	0%]	<u>Year of Withdrawal</u>	<u>% of Gross Withdrawal</u>	First	9%	Second	8%	Third	8%	Fourth	7%	Fifth	6%	Sixth	4%	Seventh	4%	Eighth	3%	Ninth and Later	0%	<u>Year of Withdrawal</u>	<u>% of Gross Withdrawal</u>	First	9%	Second	8%	Third	8%	Fourth	7%	Fifth	6%	Sixth	4%	Seventh	4%	Eighth	3%	Ninth	2%	Tenth	1%	Eleventh and later	0%
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Sixth	4%																																																													
Seventh and Later	0%]																																																													
<u>Year of Withdrawal</u>	<u>% of Gross Withdrawal</u>																																																													
First	9%																																																													
Second	8%																																																													
Third	8%																																																													
Fourth	7%																																																													
Fifth	6%																																																													
Sixth	4%																																																													
Seventh	4%																																																													
Eighth	3%																																																													
Ninth and Later	0%																																																													
<u>Year of Withdrawal</u>	<u>% of Gross Withdrawal</u>																																																													
First	9%																																																													
Second	8%																																																													
Third	8%																																																													
Fourth	7%																																																													
Fifth	6%																																																													
Sixth	4%																																																													
Seventh	4%																																																													
Eighth	3%																																																													
Ninth	2%																																																													
Tenth	1%																																																													
Eleventh and later	0%																																																													
3B	S&P 500 <sup>®</sup> INDEX & MSCI ACWI <sup>®</sup> INDEX Abbreviations and Disclosures	Both trademark indices require a disclosure statement in the contract. If the index abbreviations or the disclosure statements change in the future, the text will be updated accordingly. If an index is no longer used, the text will be omitted.																																																												
3C	S&P 500 <sup>®</sup> INDEX & MSCI ACWI <sup>®</sup> INDEX Abbreviations	Both trademark indices require specific abbreviations. If these abbreviations change in the future, the revised abbreviation will be shown. If an index is no longer used, the text will be omitted.																																																												
3C	Minimum Fixed Account Option Guaranteed Rate	The Minimum Fixed Account Option Guaranteed Rate that is in effect for each specific Contract will be displayed. The range of the Minimum Fixed Account Option Guaranteed Rate is between 1% and 3%.																																																												
3C	Minimum Index-Linked Interest Rate Cap for the 1 Year Point to Point Index-Linked Option	The Minimum Index-Linked Interest Rate Cap for the 1 Year Point to Point Index-Linked Option for each specific Contract will be displayed. The range is between 2.25% to 20.0%. Any Caps will be determined by factors such as then current financial conditions, the amount of purchase payment submitted, and expenses related to the specific distribution system marketing the Contract.																																																												
3C	Minimum Index-Linked Interest Rate Cap for the 2 Year Point to Point Index-Linked Option	The Minimum Index-Linked Interest Rate Cap for the 2 Year Point to Point Index-Linked Option for each specific Contract will be displayed. The range is between 4.25% to 25.0%. Any Cap will be determined by factors such as then current financial conditions, the amount of purchase payment submitted, and expenses related to the specific distribution system marketing the Contract.																																																												

3C	Minimum Declared Index Option Interest Rate	The Minimum Declared Index Interest Rate for each specific Contract will be displayed. The range is between 2.0% to 20.0%. Any Minimum Declared Index Interest Rate will be determined by factors such as then current financial conditions, the amount of purchase payment submitted, and expenses related to the specific distribution system marketing the Contract.
3D	Initial Purchase Payment Allocations: Purchase Payment Allocation Percentage; Purchase Payment Allocation Amount.	Contract specific information that will change for each contract issue. These items are completed, as applicable, depending on the selections chosen by the Owner on the application.
3D	Initial Purchase Payment Allocations: Fixed Account Option Guaranteed Rate	The Fixed Account Option Guaranteed Rate is set at contract issue and will be between the range of 1% and 3%.
3D	Initial Purchase Payment Allocations: Initial Index-Linked Interest Rate Cap For Purchase Payments Less Than \$100,000; Initial Index-Linked Interest Rate Cap For Purchase Payments \$100,000 and Greater	The initial Index-Linked Interest Rate Caps are set at contract issue. The range for all 1 Year Point To Point caps is 2.25% to 20%. The range for all 2 Year Point to Point caps is 4.5% to 25%.
3D	Initial Purchase Payment Allocations: Initial Declared Index Interest Rate For Purchase Payments Less Than \$100,000; Initial Declared Index Interest Rate For Purchase Payments \$100,000 and Greater	The initial Declared Index Interest Rate is set at contract issue. The range is between 2.0% and 20%.
3D	Initial Guarantee Period	The Initial Guarantee Period will be either 6, 8, or 10 years and will correspond to the years of the Withdrawal Charge Period selected by the Owner on the application.
3E	Service Center address	Current service center address is shown. In the event of a change in the address of our Service Center, the new address will be shown.
3E	Toll-Free Numbers and Hours of Operation	Current toll-free numbers and hours of information are shown. Our toll-free numbers and hours of operation may change as a result of any address change in our Service Center, change of telephone number and/or business hours.
5	Guaranteed Minimum Surrender Value ("GMSV"): Percentage and applicable rates.	The applicable GMSV percentage may change in the future for new issues of the contract. The range is between 87.5% and 100%. Additionally, the applicable interest rates may change in the future. The range is between 1.0% and 3.0%.
8	Misstatement of Age and/or Sex	The current rate is shown. This rate may change in the future for new issues of the Contract and the range will be between 1.0% and 3.0%.
28	Basis of Computations	The current mortality table used and annual rate is shown. This mortality table and rate may change in the future for new issues of the Contract. The range of rates will be between 1.0% and 3.0%.
29-30	Annuity Tables & Rates	The current tables and rates are shown. These tables may change in the future for new issues of the Contract and will reflect the mortality table and rate referenced in the <b>Basis of Computations</b> provision on page 28.

**Fixed Annuity Application Form No. 25-1209**

Page No.	Bracketed (Variable) Text	Explanation of Variability/Range of Variables
1	Product Name	The marketing name of the product applied for will be displayed.
1	Company Addresses & Toll-Free Telephone Numbers	The current information is shown. In the event of a change in the company address, internet address and/or toll-free telephone numbers, the new information will be shown.
1	States of use	The states in which this application can be used. States may be added and removed in the future.
1-6	Barcode and Date	Barcodes will be assigned to this form as necessary and will change from time to time. The most current barcode revision date will be displayed to the left of the barcode.
3	Section 8 - Contract Type – [Non-Qualified, IRA, Roth IRA, SEP-IRA, TSA/403(b), Keogh/HR10, 401(a), 401(k), 457(b), 501(c)]	The contract may be issued in connection with any of the contract types indicated in this space. From time to time, we may add new contract types and remove those contract types that are no longer available or for which new sales have been discontinued.
3	Section 8 - Contract Type – [ <sup>1</sup> For trust-owned contracts, complete Trustee Certification and Disclosure. <sup>2</sup> For non-qualified contracts, if Owner is a non-natural person or corporation, complete the Non-Natural or Corporate-Owned Disclosure Statement. <sup>3</sup> For individual-owned or trust-owned Inherited IRA contracts, complete appropriate Inherited IRA Certification. <sup>4</sup> Complete TSA Certification. <sup>5</sup> Complete Qualified Plan and 457(b) Plan Disclosure.]	The references to internal forms shown in this space are their current titles. These references and their titles may change from time to time.
3	Section 11 – Optional Riders	The optional riders shown in this section are any approved individual deferred fixed annuity riders and which are available for the applicable contract. From time to time, we may add new optional riders and remove those riders that are no longer available or for which new sales have been discontinued. Any new optional rider added to this section will only be those optional riders that have been previously approved.
4	Section 12 – Interest Crediting Options	The available interest crediting options may change from time to time. If an interest crediting option is no longer available, it will be removed from this section. Additionally, the indices trademark names may change in the future.
4	S&P 500 <sup>®</sup> INDEX & MSCI ACWI <sup>®</sup> INDEX Abbreviations and Disclosures	Both trademark indices require a disclosure statement in the application. If the abbreviations or the disclosure statements change in the future, the text will be updated accordingly. If an index is no longer used, the text will be omitted.
5	Fraud Notice	The fraud notices shown here may change in the future due to changes in state laws, rules, or regulations.
6	Section 16 - Registered Representative's/Producers Statement – Option Box – [A]	The commission schedules available under the Contract in which the Registered Representative/Producer can choose from are displayed here. If there are no commission schedules available under the Contract, this box will not appear. We have bracketed the commission options to allow for future additions or deletions within the stated options, i.e, each option will either appear or not appear. The range of commission options is A, B, C, D, E, F, and G.
6	Bottom of page – Company mailing addresses	The current information is shown. In the event of a change to the company mailing address, the new address will be shown.

**Fixed Annuity Rider Form No. 20-1210**

Page No.	Bracketed (Variable) Text	Explanation of Variability/Range of Variables
1	Company Addresses & Toll-Free Telephone Numbers	Current information shown. In the event of a change in the company address, internet address and/or toll-free telephone numbers, the new information will be shown, accordingly.
2	Annual Charge Percentage	The annual charge percentage may change for new issues of the above referenced rider. The current annual charge percentage is 0.65%. Any change in the annual charge percentage will not exceed a maximum annual charge percentage of 1.50%.
2	Withdrawal Percentage Table	The age and corresponding withdrawal percentage amounts may change in the future. The age range is 1 to 100 and the withdrawal percentage range is 3.0% to 9.0%
2	Lifetime withdrawal age	The age upon which lifetime withdrawal benefits will be afforded may change for future issues of the above referenced rider. The range will be between 50 and 65 years old.
3	Guaranteed Withdrawal Benefit VIII Rider – Single Life	The maximum issue age may change for future issues of the rider. The range will be between 75 years and 85 years.
4	Annual Charge	The annual charge percentage may change for new issues of the above referenced rider. The current annual charge percentage is 0.65%. Any change in the annual charge percentage will not exceed a maximum annual charge percentage of 1.50%.
5	Annual Credit	The annual credit percentage may change for new issues of the above referenced rider. The current annual credit percentage is 8.0% and the range is 5.0% to 10.0%.
5	Withdrawal Percentage Table	The age and corresponding withdrawal percentage amounts may change in the future. The age range is 1 to 100 and the withdrawal percentage range is 3.0% to 9.0%
5	Lifetime withdrawal age	The age upon which lifetime withdrawal benefits will be afforded may change for future issues of the above referenced rider. The range will be between 50 and 65 years old.
6	Depletion of Contract Value	The age upon which lifetime withdrawal benefits will be afforded may change for future issues of the above referenced rider. The range will be between 50 and 65 years old.
6	Automatic Reset – Opt-Out Election	The number of days following a Contract Anniversary during which an Owner may opt-out of an automatic reset may change for future issues of the above referenced rider. The range will be between 30 and 90 days.
7	Owner Elected Resets (Non-Automatic)	The number of days following a Contract Anniversary during which an Owner may reset may change for future issues of the above referenced rider. The range will be between 30 and 90 days.
7	Termination of Rider	The age upon which lifetime withdrawal benefits will be afforded may change for future issues of the above referenced rider. The range will be between 50 and 65 years old.
8	Rider Effective Date	The Rider Effective Date is either the Contract Date for new applications or the Contract Anniversary for in-force contract owners purchasing the rider after the Contract Date.
8	Company Officer's Signatures and Titles	In the event of a change in company officers, the new company officer's signature and title will be shown.

**Fixed Annuity Rider Form No. 20-1211**

Page No.	Bracketed (Variable) Text	Explanation of Variability/Range of Variables
1	Company Addresses & Toll-Free Telephone Numbers	Current information shown. In the event of a change in the company address, internet address and/or toll-free telephone numbers, the new information will be shown, accordingly.
2	Annual Charge Percentage	The annual charge percentage may change for new issues of the above referenced rider. The current annual charge percentage is 0.65%. Any change in the annual charge percentage will not exceed a maximum annual charge percentage of 1.50%.
2	Withdrawal Percentage Table	The age and corresponding withdrawal percentage amounts may change in the future. The age range is 1 to 100 and the withdrawal percentage range is 3.0% to 9.0%
2	Lifetime withdrawal age	The age upon which lifetime withdrawal benefits will be afforded may change for future issues of the above referenced rider. The range will be between 50 and 65 years old.
4	Eligibility	The maximum issue age may change for future issues of the rider. The range will be between 75 years and 85 years.
4	Annual Charge	The annual charge percentage may change for new issues of the above referenced rider. The current annual charge percentage is 0.65%. Any change in the annual charge percentage will not exceed a maximum annual charge percentage of 1.50%.
5	Annual Credit	The annual credit percentage may change for new issues of the above referenced rider. The current annual credit percentage is 8.0% and the range is 5.0% to 10.0%.
6	Withdrawal Percentage Table	The age and corresponding withdrawal percentage amounts may change in the future. The age range is 1 to 100 and the withdrawal percentage range is 3.0% to 9.0%
6	Lifetime withdrawal age	The age upon which lifetime withdrawal benefits will be afforded may change for future issues of the above referenced rider. The range will be between 50 and 65 years old.
7	Withdrawals to Satisfy Required Minimum Distributions	The age upon which lifetime withdrawal benefits will be afforded may change for future issues of the above referenced rider. The range will be between 50 and 65 years old.
7	Depletion of Contract Value	The age upon which lifetime withdrawal benefits will be afforded may change for future issues of the above referenced rider. The range will be between 50 and 65 years old.
7	Automatic Reset – Opt-Out Election	The number of days following a Contract Anniversary during which an Owner may opt-out of an automatic reset may change for future issues of the above referenced rider. The range will be between 30 and 90 days.
8	Owner Elected Resets (Non-Automatic)	The number of days following a Contract Anniversary during which an Owner may reset may change for future issues of the above referenced rider. The range will be between 30 and 90 days.
9	Termination of Rider	The age upon which lifetime withdrawal benefits will be afforded may change for future issues of the above referenced rider. The range will be between 50 and 65 years old.
9	Rider Effective Date	The Rider Effective Date is either the Contract Date for new applications or the Contract Anniversary for in-force contract owners purchasing the rider after the Contract Date.
9	Company Officer's Signatures and Titles	In the event of a change in company officers, the new company officer's signature and title will be shown.





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**CONTRACT SUMMARY**  
Pacific Index Choice Annuity Disclosure  
Contract Form Series 30-1209  
Enhanced Lifetime Income Benefit Disclosure  
Rider Form Series 20-1210 & 20-1211

This document reviews important information for you to consider before purchasing the Pacific Index Choice fixed annuity. Please read this information carefully. **This summary is not a contract and is not part of your contract with Pacific Life.**

Pacific Index Choice is an individual limited premium deferred fixed annuity contract, with fixed and index-linked interest options, market value adjustment, and a credit enhancement feature.

- It is a limited premium contract, which means that premiums are accepted for sixty days after the contract is issued
- It is a fixed annuity with fixed and index-linked interest options, which means you can choose from interest crediting options that:
  - Earn interest at a specified interest rate during a guaranteed period, and/or
  - Earn interest based on the performance of a given stock market index, including a domestic index and/or an international index
- This contract is deferred which means annuity payments do not begin until some future date

You can use an annuity to save money for retirement and to receive income for life. An annuity is not meant to be used to meet short-term financial goals. Although the contract values may be affected by an external index, the contract does not directly participate in any stock or equity investments.

### The Annuity Contract

You can establish this contract with an initial purchase payment of at least \$25,000. Subsequent purchase payments are limited to \$100,000 without home office approval. The maximum purchase payment is \$1,000,000 without home office approval. You may make additional purchase payments within the first sixty days after the contract is issued. The maximum issue age is [85].

You can choose one of three initial guarantee periods: 6-year, 8-year, or 10-year. Interest rates and interest rate caps will vary depending on the contract's initial guarantee period. Contact Pacific Life for available guarantee periods and rates.

You can choose to allocate your purchase payment among a fixed account option and/or index-linked options. You can change your allocations up to 30 days after your contract anniversary, and allocation changes (transfers) will be effective on your contract anniversary. Transfers into or out of an index-linked option can only be made at the end of an index term, and transfers into or out of the fixed account option can be made on each contract anniversary.

#### Fixed Account Option

The amount of your purchase payment allocated to the fixed account option will earn interest at a rate in effect for the initial guarantee period. Interest is credited daily. The rate you earn depends on the initial guarantee period you choose and the current interest rate environment. Contact Pacific Life for available rates.

At the end of the initial guarantee period, and on all subsequent contract anniversaries, a new guarantee period begins. Each guarantee period will be for a one-year term. A new guaranteed rate is declared by Pacific Life for a one-year term and the new guaranteed rate depends on the current interest rate environment. The new guaranteed rate will never be less than your contract's guaranteed minimum interest rate. Your contract's guaranteed minimum interest rate is determined at issue and can range between 1% and 3%. Pacific Life determines interest rates in excess of your contract's guaranteed minimum interest rate.

#### Index-Linked Options

The amount of your purchase payment allocated to any indexed-linked options may earn interest based on the performance of the [S&P 500® or the MSCI All Country World Index (ACWI®)]. If an index is discontinued or if the calculation of the index is substantially changed, we will substitute an alternative Index, subject to regulatory approval, and notify you in writing. This interest is not guaranteed, and while the contract values may be affected by the performance of an external index, the contract does not directly participate in any stock or equity investments. You may





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receive higher interest rate caps and declared index interest rates for the initial guarantee period based on higher purchase payments, according to the following breakpoints:

- \$25,000 - \$99,999
- \$100,000 and more

The cumulative amount of purchase payments, plus credit enhancements, plus fixed account interest, less withdrawals, during the first contract year will be used to determine which breakpoint will apply to the contract for the length of the initial guarantee period. At the end of the initial guarantee period, new interest rates and interest rate caps may be declared on subsequent Contract Anniversaries. The rates you receive will be based on your contract value and breakpoints above. The new guaranteed caps and rates will never be less than your contract's guaranteed minimum caps and rates.

Index-linked interest will be credited to the contract value on a prorated basis to the date the contract is converted to an income annuity or to the date a death benefit is payable, unless the surviving spouse of the deceased owner elects to continue the contract. Please see the **Death of Owner Distribution Rules** provision in your contract for further information.

The index-linked options available include:

- [1 year point-to-point – S&P 500<sup>®</sup> index
- 1 year point-to-point – MSCI ACWI<sup>®</sup> index
- 2 year point-to-point – S&P 500<sup>®</sup> index
- 2 year point-to-point – MSCI ACWI<sup>®</sup> index
- Declared index interest option – S&P 500<sup>®</sup> index
- Declared index interest option – MSCI ACWI<sup>®</sup> index]

#### Point-to-Point Options

Interest may be credited at the end of a 1-year or 2-year point-to-point index term up to a certain interest rate limit, or cap, depending on the performance of the index during that index term. If the index performance is positive, index-linked interest is credited to your option based on the index return, not to exceed the cap. If the performance of the index is negative or zero, no indexed-linked interest is credited.

#### Declared Index Interest Option

Interest may be credited at the end of the index term, depending on the performance of the index during that index term. If the performance of the index is positive or zero, index-linked interest is credited to your option based on the declared interest rate. If the performance of the index over that index term is negative, no index-linked interest is credited.

#### Credit Enhancement

Pacific Life will add an additional amount to your contract value at the time each purchase payment is applied. This additional amount is known as a credit enhancement. Since it is added to the contract value when the purchase payment is applied, it will be included in any interest crediting calculations. The credit enhancement is equal to a percentage of the purchase payment and can range between 0.25% and 5.0%, and is shown on your contract's Specifications Page. The credit enhancement will not be included in any amounts returned to you if you cancel the contract pursuant to a free look provision. Additionally, the credit enhancement will not be included in any death benefit amount if you or the annuitant dies in the first contract year (excluding contracts issued in Connecticut).





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### Withdrawals & Charges

You may make partial or full withdrawals from the contract. Withdrawals may be taken 30 days after the contract effective date and before any annuity payments begin. The minimum amount that may be withdrawn is \$500 and the contract value remaining after the withdrawal must not be less than \$1,000. If after a withdrawal the value is ever less than \$1,000, Pacific Life may terminate the contract and pay you at least the contract's Guaranteed Minimum Surrender Value.

Pacific Index Choice allows you, at issue, to select one of three initial guarantee periods, which correspond to the length of the withdrawal charge period. Your withdrawal charge period cannot be changed. The withdrawal charge schedules are as follows:

	Policy Year										
	1	2	3	4	5	6	7	8	9	10	11 and later
6-Year Schedule	9%	8%	8%	7%	6%	4%	0%	0%	0%	0%	0%
8-Year Schedule	9%	8%	8%	7%	6%	4%	4%	3%	0%	0%	0%
10-Year Schedule	9%	8%	8%	7%	6%	4%	4%	3%	2%	1%	0%

Any withdrawal taken before the end of the corresponding schedule may be subject to a withdrawal charge (also known as a surrender charge) and Market Value Adjustment. The withdrawal charge is equal to a percentage of the amount withdrawn based on the contract year of withdrawal. Here is how the withdrawal charge is calculated:

*Example: If you withdraw an additional \$5,000\* from your annuity in the fifth contract year, your withdrawal charge is \$5,000 x 6% = \$300.*

*\*The \$5,000 does not qualify as a "Free Withdrawal" as described below.*

No indexed-linked interest is credited to any amount withdrawn from an index-linked option or if the contract is terminated prior to the end of an index term.

**Free Withdrawals:** You may withdraw a certain amount each contract year without withdrawal charges and Market Value Adjustment. In the first contract year, you may withdraw up to 10% of the total purchase payments, less withdrawals. For each subsequent contract year, you may withdraw up to 10% of the contract value as of the prior contract anniversary.

**Other Exceptions:** Besides free withdrawal situations, there are other instances in which Pacific Life may waive the withdrawal charge. For example, there is no withdrawal charge on payments made because of your death, or withdrawals after the first contract year due to terminal illness (terminal illness waiver not available in all states), or nursing home confinement (nursing home waiver not available in all states) or withdrawals to meet required minimum distributions for Qualified Contracts as they apply to amounts held under your Contract. Please see the **Contingent Deferred Sales Charge ("Withdrawal Charge")** provision in your contract for further information.

### Guaranteed Minimum Surrender Value

The contract's Guaranteed Minimum Surrender Value ("GMSV") is the minimum value you will receive upon surrender, death, or annuitization. The GMSV equals 100% of Purchase Payments (excluding any credit enhancements), less any prior partial withdrawals and applicable withdrawal charges, accumulated with interest of 1% to 3%, less applicable withdrawal charges.





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### Market Value Adjustment (MVA)

An MVA is an amount that may be added to or subtracted from the amount you receive from withdrawals that are made prior to the end of the withdrawal charge period. The MVA is in addition to any applicable surrender charges and is applied to the gross withdrawal amount prior to the deduction of any applicable surrender charges and charges for premium taxes and/or other taxes. As a general rule, if interest rates have stayed the same or risen since the beginning of your existing guaranteed term, the MVA can reduce the amount withdrawn. If interest rates have fallen, the MVA can increase the amount withdrawn, up to a specified maximum. If the contract is fully surrendered, the MVA will never cause the withdrawal amount to be less than the contract's Guaranteed Minimum Surrender Value. Please see the **Market Value Adjustment** provision in your contract for the formula in calculating the MVA.

**Exceptions:** Pacific Life may waive the MVA in some cases. For example, there is no MVA on free withdrawal situations, payments made because of your death, or withdrawals after the first contract year due to terminal illness (terminal illness waiver not available in all states), or nursing home confinement (nursing home waiver not available in all states) or withdrawals to meet required minimum distributions for Qualified Contracts as they apply to amounts held under your Contract. Please see the **Waiver of MVA** provision in your contract for further information.

### Annuitization

You may convert the greater of your contract value or the Guaranteed Minimum Surrender Value into an income annuity with Pacific Life at any time after the first contract year. You will then start to get income from your annuity according to the payout option you choose. If you do not choose a date to start income payments, the date will be the younger annuitant's 95<sup>th</sup> birthday. The current payout options are:

- Life Only – Guarantees income for as long as the annuitant lives.
- Life with Period Certain – Guarantees income for as long as the annuitant lives. If the annuitant dies during the "specified period" (usually 5-30 years), it pays income to you (or a beneficiary, if applicable) for the remainder of the specified period.
- Joint and Survivor Life – Guarantees income for as long as the annuitant and secondary annuitant live.
- Period Certain Only – Guarantees income for a specified period (usually 10-30 years).

For qualified contracts, any period certain or life with period certain option selected cannot exceed the annuitant's life expectancy.

Once you start to receive your annuity income payments, you cannot surrender your contract.

### Death Benefit

Pacific Life will pay the greater of the contract value or Guaranteed Minimum Surrender Value upon your death or the death of the sole surviving annuitant subject to any recapture of credit enhancement amounts if the death occurs in the first contract year.





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### Taxes

The annuity contract is tax-deferred which means you do not pay taxes on the interest it earns until the money is paid to you.

When you make withdrawals and take other distributions, you pay ordinary income taxes. Federal law may impose an additional 10% tax penalty on certain distributions before the owner attains age 59 ½. **Please consult with a tax advisor.**

Buying an annuity within an IRA or other qualified plan does not give you any additional tax benefits. Choose your annuity based on its other features and benefits as well as its risks and costs, not its tax benefits.

You may also be subject to premium tax, depending on your state of residence. The amount of any premium tax imposed on Pacific Life relating to the contract will be deducted in accordance with our then current practice and any applicable jurisdictional law regarding premium taxes.

If premium tax rates change under laws of the jurisdiction in which you reside, the applicable premium tax may also change. If you change the jurisdiction in which you reside, the premium tax may or may not apply.

### Other Information

Pacific Life may change your annuity contract from time to time to follow federal or state laws and regulations and will tell you about the changes in writing.

Many states have laws that give you a set number of days to look at an annuity contract after you buy it. If you decide during that time that you do not want it, you can return the contract and get all your money back. Read your contract's **Right to Cancel** provision on the cover page to learn more about your free look period.

Pacific Life pays the registered representative/producer or the registered representative's/producer's third party selling firm for selling the contract to you.

**CONTINUED ON NEXT PAGE**





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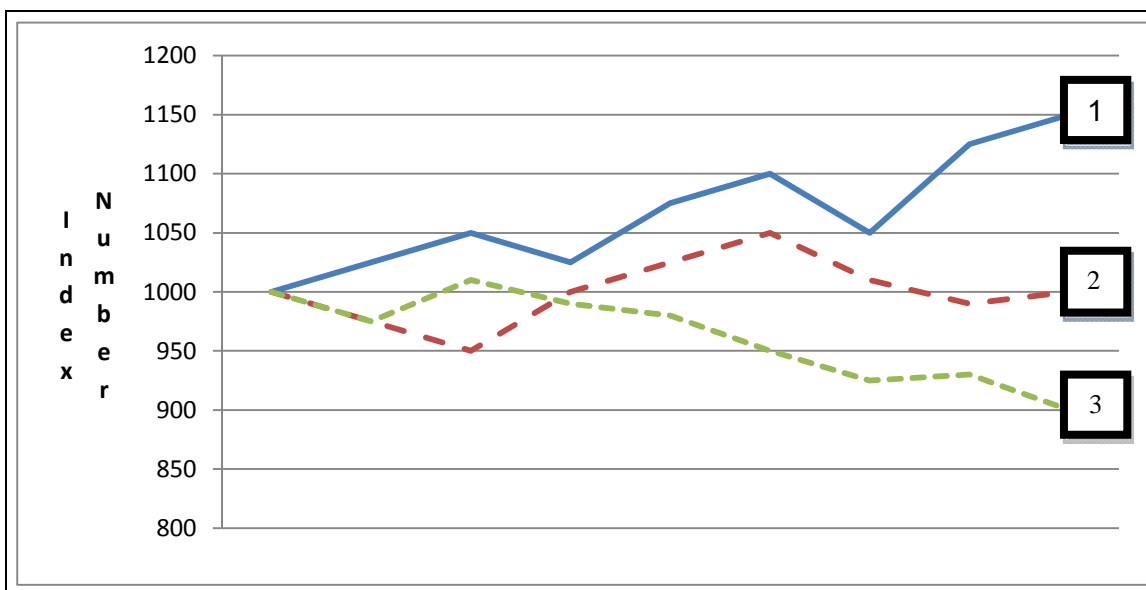
### Hypothetical Illustrations

#### Declared Index Interest Option Hypothetical

The graph below shows how index interest is credited for the Declared Index Interest Option. The graph has three scenarios showing hypothetical index performance over a one-year period.

For this example:

- The beginning contract value is \$100,000
- The declared index interest rate is 5%
- The beginning index number is 1000
- The index term is 1 year
- Index interest is credited at the end of the index term



Scenario	Starting Index Value	Ending Index Value	Index Change	Declared Index Interest Rate	Interest Credited	Beginning Contract Value	Ending Contract Value
1	1000	1150	15%	5%	5%	\$100,000	\$105,000
2	1000	1000	0%	5%	5%	\$100,000	\$105,000
3	1000	900	-10%	5%	0%	\$100,000	\$100,000

*Illustrated Values are not guaranteed as to future performance.*



**PACIFIC LIFE**

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[P.O. Box 2378 • Omaha, NE 68103-2378  
(800) 722-4448 – Contract Owners  
(800) 722-2333 – Registered  
Representatives/Producers  
www.PacificLife.com]

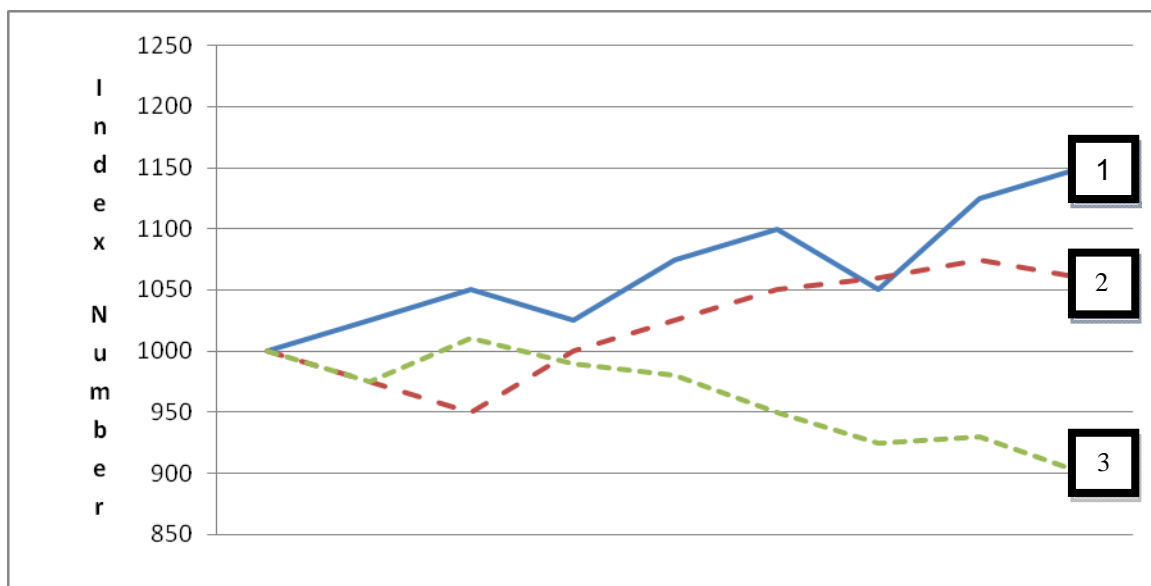
**CONTRACT SUMMARY**  
Pacific Index Choice Annuity Disclosure  
Contract Form Series 30-1209  
Enhanced Lifetime Income Benefit Disclosure  
Rider Form Series 20-1210 & 20-1211

### 1-Year Point-to-Point Index Option Hypothetical

The graph below shows how index interest is credited for the 1 Year Point-to-Point Option. The graph has three scenarios showing hypothetical index performance over a one-year period.

For this example:

- The beginning contract value is \$100,000
- The cap is 8%
- The beginning index number is 1000
- The index term is 1 year
- Index interest is credited at the end of the index term



Scenario	Starting Index Value	Ending Index Value	Index Change	Cap	Interest Credited	Beginning Contract Value	Ending Contract Value
1	1000	1150	15%	6%	6%	\$100,000	\$106,000
2	1000	1050	5%	6%	5%	\$100,000	\$105,000
3	1000	900	-10%	6%	0%	\$100,000	\$100,000

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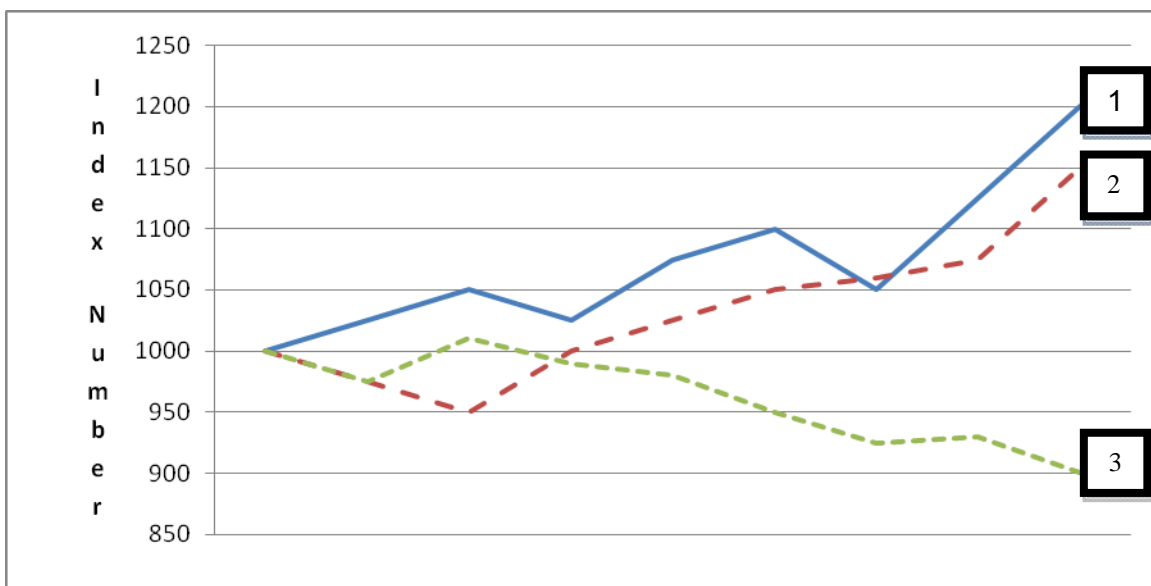
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## 2-Year Point-to-Point Index Option Hypothetical

The graph below shows how index interest is credited for the 2 Year Point-to-Point Option. The graph has three scenarios showing hypothetical index performance over a two-year period.

For this example:

- The beginning contract value is \$100,000
- The cap is 18%
- The beginning index number is 1000
- The index term is 2 year
- Index interest is credited at the end of the index term



Scenario	Starting Index Value	Ending Index Value	Index Change	Cap	Interest Credited	Beginning Contract Value	Ending Contract Value
1	1000	1200	20%	13%	13%	\$100,000	\$113,000
2	1000	1100	10%	13%	10%	\$100,000	\$110,000
3	1000	900	-10%	13%	0%	\$100,000	\$100,000

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### Enhanced Lifetime Income Benefit Rider – Single Life

At contract issue, or on any contract anniversary, you may purchase this optional rider for your contract if you are age [85] or younger. The rider provides additional benefits including:

- Withdrawals for the lifetime of a single individual without annuitizing the contract, provided that these withdrawals begin after a certain age and do not exceed a certain amount annually. This annual amount is known as the protected payment amount.

The protected payment amount is calculated based on a withdrawal percentage. The withdrawal percentage is determined according to the table below based on your age at the time of your first withdrawal after attaining [59½]. The withdrawal percentage is then multiplied by a base amount to determine your protected payment amount. The base amount is your purchase payments if purchased at contract issue or contract value if purchased on a contract anniversary, and is known as your protected payment base. The protected payment base can increase due to annual credits and resets, and can decrease due to withdrawals in excess of the protected payment amount and owner-elected resets.

Age	Withdrawal Percentage
[Before 59½	0.0%
59½ – 64	5.0%
65 – 69	5.0%
70 – 74	6.0%
75 – 79	6.0%
80 – 84	7.0%
85 and older	7.0%]

- Annual credits of [8.0%] are added to the protected payment base, which is used in determining the protected payment amount. Annual credits stop at the earlier of 10 years from the rider effective date or when a withdrawal occurs. NOTE: These annual credits are not interest or earnings, and are not credited to your contract value.
- Provides for automatic resets which could increase the protected payment base and protected payment amount. If your protected payment base is less than the contract value on the anniversary date, the protected payment base will automatically reset to the higher contract value. For an owner-elected reset, the protected payment base is reset to the contract value, and could result in an increase or decrease to the protected payment base. Upon a reset, the period when an [8%] annual credit is added to the protected payment base will restart.

There is an annual fee of [0.65%] associated with this rider. The fee is determined by multiplying the annual charge percentage by the protected payment base. It is deducted from the contract value proportionately from your allocations to the fixed account option and the index-linked options, and will be deducted regardless of whether interest has been credited to the contract in the past contract year. This fee could increase with any resets that occur, not to exceed the maximum fee of 1.50%. You may terminate this rider after one year from the effective date.

This rider may not be available for purchase due to restrictions or state availability.





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### Enhanced Lifetime Income Benefit Rider – Joint Life

At contract issue, or on any contract anniversary, you may purchase this optional rider for your contract if you and your spouse are age [85] or younger. The rider provides additional benefits including:

- Withdrawals for the lifetimes of two persons (who are each other's spouses) without annuitizing the contract, provided that these withdrawals begin after a certain age and do not exceed a certain amount annually. This annual amount is known as the protected payment amount.

The protected payment amount is calculated based on a withdrawal percentage. The withdrawal percentage is determined according to the table below based on the youngest spouse's age at the time of the first withdrawal. The withdrawal percentage is then multiplied by a base amount to determine your protected payment amount. The base amount is your purchase payments if purchased at contract issue or contract value if purchased on a contract anniversary, and is known as your protected benefit base. The protected benefit base can increase due to annual credits and resets, and can decrease due to withdrawals in excess of the protected payment amount and owner-elected resets.

Age	Withdrawal Percentage
[Before 59½	0.0%
59½ – 64	4.5%
65 – 69	4.5%
70 – 74	5.5%
75 – 79	5.5%
80 – 84	6.5%
85 and older	6.5%]

- Annual credits of [8.0%] are added to the protected payment base, which is used in determining the protected payment amount. Annual credits stop at the earlier of 10 years from the rider effective date or when a withdrawal occurs. NOTE: These annual credits are not interest or earnings, and are not credited to your contract value.
- Provides for automatic resets which could increase the protected payment base and protected payment amount. If your protected payment base is lower than the contract value on the anniversary date, the protected payment base will automatically reset to the higher contract value. For an owner-elected reset, the protected payment base is reset to the contract value, and could result in an increase or decrease to the protected payment base. Upon a reset, the period when an [8%] annual credit is added to the protected payment base will restart.

There is an annual fee of [0.65%] associated with this rider. The fee is determined by multiplying the annual charge percentage by the protected payment base. It is deducted from the contract value proportionately from your allocations to the fixed account option and the index-linked options, and will be deducted regardless of whether interest has been credited to the contract in the past contract year. This fee could increase with any resets that occur, not to exceed the maximum fee of 1.50%. You may terminate this rider after one year from the effective date.

This rider may not be available for purchase due to restrictions or state availability.



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### Disclosure and Contact Information

**This summary is not a contract and is not part of your contract with Pacific Life.** For questions regarding this summary, contact your registered representative/producer. If no registered representative/producer is involved, write to us at Pacific Life Insurance Company, [P.O. Box 2378, Omaha, NE 68103-2378] or call Pacific Life customer service at [(800) 722-4448].

[The Product is not sponsored, endorsed, sold or promoted by Standard & Poor's ("S&P") or its third party licensors. Neither S&P nor its third party licensors makes any representation or warranty, express or implied, to the owners of the Product or any member of the public regarding the advisability of investing in securities generally or in the Product particularly or the ability of the S&P 500® index (the "Index") to track general stock market performance. S&P's and its third party licensor's only relationship to Pacific Life Insurance Company is the licensing of certain trademarks and trade names of S&P and the third party licensors and of the Index which is determined, composed and calculated by S&P or its third party licensors without regard to Pacific Life Insurance Company or Product. S&P and its third party licensors have no obligation to take the needs of Pacific Life Insurance Company or the owners of the Product into consideration in determining, composing or calculating the Index. Neither S&P nor its third party licensors is responsible for and has not participated in the determination of the prices and amount of the Product or the timing of the issuance or sale of the Product or in the determination or calculation of the equation by which the Product is to be converted into cash. S&P has no obligation or liability in connection with the administration, marketing or trading of the Product.]

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The Product and its MSCI ACWI® Index-Linked Options referred to herein is not sponsored, endorsed, or promoted by MSCI, and MSCI bears no liability with respect to any such Products or any index on which such products are based. The Policy Contract contains a more detailed description of the limited relationship MSCI has with Pacific Life Insurance Company and any related products.]

### Producer/Registered Representative Signature

I hereby certify that a copy of this Contract Summary, in its entirety, was provided to the proposed annuity owner(s) at the time of solicitation.

\_\_\_\_\_  
Applicant's Printed Name

\_\_\_\_\_  
Contract Number if available

\_\_\_\_\_  
Producer/Registered Representative Signature

\_\_\_\_\_  
Date





This document reviews important information for you to consider before purchasing the Pacific Index Choice fixed annuity. Please read this information carefully. **This summary is not a contract and is not part of your contract with Pacific Life.**

Pacific Index Choice is an individual limited premium deferred fixed annuity contract, with fixed and index-linked interest options, market value adjustment, and a credit enhancement feature.

- It is a limited premium contract, which means that premiums are accepted for sixty days after the contract is issued
- It is a fixed annuity with fixed and index-linked interest options, which means you can choose from interest crediting options that:
  - Earn interest at a specified interest rate during a guaranteed period, and/or
  - Earn interest based on the performance of a given stock market index, including a domestic index and/or an international index
- This contract is deferred which means annuity payments do not begin until some future date

You can use an annuity to save money for retirement and to receive income for life. An annuity is not meant to be used to meet short-term financial goals. Although the contract values may be affected by an external index, the contract does not directly participate in any stock or equity investments.

### The Annuity Contract

You can establish this contract with an initial purchase payment of at least \$25,000. Subsequent purchase payments are limited to \$100,000 without home office approval. The maximum purchase payment is \$1,000,000 without home office approval. You may make additional purchase payments within the first sixty days after the contract is issued. The maximum issue age is 85.

You can choose one of three initial guarantee periods: 6-year, 8-year, or 10-year. Interest rates and interest rate caps will vary depending on the contract's initial guarantee period. Contact Pacific Life for available guarantee periods and rates.

You can choose to allocate your purchase payment among a fixed account option and/or index-linked options. You can change your allocations up to 30 days after your contract anniversary, and allocation changes (transfers) will be effective on your contract anniversary. Transfers into or out of an index-linked option can only be made at the end of an index term, and transfers into or out of the fixed account option can be made on each contract anniversary.

#### Fixed Account Option

The amount of your purchase payment allocated to the fixed account option will earn interest at a rate in effect for the initial guarantee period. Interest is credited daily. The rate you earn depends on the initial guarantee period you choose and the current interest rate environment. Contact Pacific Life for available rates.

At the end of the initial guarantee period, and on all subsequent contract anniversaries, a new guarantee period begins. Each guarantee period will be for a one-year term. A new guaranteed rate is declared by Pacific Life for a one-year term and the new guaranteed rate depends on the current interest rate environment. The new guaranteed rate will never be less than your contract's guaranteed minimum interest rate. Your contract's guaranteed minimum interest rate is determined at issue and can range between 1% and 3%. Pacific Life determines interest rates in excess of your contract's guaranteed minimum interest rate.

#### Index-Linked Options

The amount of your purchase payment allocated to any indexed-linked options may earn interest based on the performance of the S&P 500<sup>®</sup> or the MSCI All Country World Index (ACWI<sup>®</sup>). If an index is discontinued or if the calculation of the index is substantially changed, we will substitute an alternative Index, subject to regulatory approval, and notify you in writing. This interest is not guaranteed, and while the contract values may be affected by the performance of an external index, the contract does not directly participate in any stock or equity investments. You may





receive higher interest rate caps and declared index interest rates for the initial guarantee period based on higher purchase payments, according to the following breakpoints:

- \$25,000 - \$99,999
- \$100,000 and more

The cumulative amount of purchase payments, plus credit enhancements, plus fixed account interest, less withdrawals, during the first contract year will be used to determine which breakpoint will apply to the contract for the length of the initial guarantee period. At the end of the initial guarantee period, new interest rates and interest rate caps may be declared on subsequent Contract Anniversaries. The rates you receive will be based on your contract value and breakpoints above. The new guaranteed caps and rates will never be less than your contract's guaranteed minimum caps and rates.

Index-linked interest will be credited to the contract value on a prorated basis to the date the contract is converted to an income annuity or to the date a death benefit is payable, unless the surviving spouse of the deceased owner elects to continue the contract. Please see the **Death of Owner Distribution Rules** provision in your contract for further information.

The index-linked options available include:

- 1 year point-to-point – S&P 500<sup>®</sup> index
- 1 year point-to-point – MSCI ACWI<sup>®</sup> index
- 2 year point-to-point – S&P 500<sup>®</sup> index
- 2 year point-to-point – MSCI ACWI<sup>®</sup> index
- Declared index interest option – S&P 500<sup>®</sup> index
- Declared index interest option – MSCI ACWI<sup>®</sup> index

#### Point-to-Point Options

Interest may be credited at the end of a 1-year or 2-year point-to-point index term up to a certain interest rate limit, or cap, depending on the performance of the index during that index term. If the index performance is positive, index-linked interest is credited to your option based on the index return, not to exceed the cap. If the performance of the index is negative or zero, no indexed-linked interest is credited.

#### Declared Index Interest Option

Interest may be credited at the end of the index term, depending on the performance of the index during that index term. If the performance of the index is positive or zero, index-linked interest is credited to your option based on the declared interest rate. If the performance of the index over that index term is negative, no index-linked interest is credited.

#### Credit Enhancement

Pacific Life will add an additional amount to your contract value at the time each purchase payment is applied. This additional amount is known as a credit enhancement. Since it is added to the contract value when the purchase payment is applied, it will be included in any interest crediting calculations. The credit enhancement is equal to a percentage of the purchase payment and can range between 0.25% and 5.0%, and is shown on your contract's Specifications Page. The credit enhancement will not be included in any amounts returned to you if you cancel the contract pursuant to a free look provision. Additionally, the credit enhancement will not be included in any death benefit amount if you or the annuitant dies in the first contract year (excluding contracts issued in Connecticut).





Withdrawals & Charges

You may make partial or full withdrawals from the contract. Withdrawals may be taken 30 days after the contract effective date and before any annuity payments begin. The minimum amount that may be withdrawn is \$500 and the contract value remaining after the withdrawal must not be less than \$1,000. If after a withdrawal the value is ever less than \$1,000, Pacific Life may terminate the contract and pay you at least the contract's Guaranteed Minimum Surrender Value.

Pacific Index Choice allows you, at issue, to select one of three initial guarantee periods, which correspond to the length of the withdrawal charge period. Your withdrawal charge period cannot be changed. The withdrawal charge schedules are as follows:

	Policy Year										
	1	2	3	4	5	6	7	8	9	10	11 and later
6-Year Schedule	9%	8%	8%	7%	6%	4%	0%	0%	0%	0%	0%
8-Year Schedule	9%	8%	8%	7%	6%	4%	4%	3%	0%	0%	0%
10-Year Schedule	9%	8%	8%	7%	6%	4%	4%	3%	2%	1%	0%

Any withdrawal taken before the end of the corresponding schedule may be subject to a withdrawal charge (also known as a surrender charge) and Market Value Adjustment. The withdrawal charge is equal to a percentage of the amount withdrawn based on the contract year of withdrawal. Here is how the withdrawal charge is calculated:

*Example: If you withdraw an additional \$5,000\* from your annuity in the fifth contract year, your withdrawal charge is \$5,000 x 6% = \$300.*

*\*The \$5,000 does not qualify as a "Free Withdrawal" as described below.*

No indexed-linked interest is credited to any amount withdrawn from an index-linked option or if the contract is terminated prior to the end of an index term.

**Free Withdrawals:** You may withdraw a certain amount each contract year without withdrawal charges and Market Value Adjustment. In the first contract year, you may withdraw up to 10% of the total purchase payments, less withdrawals. For each subsequent contract year, you may withdraw up to 10% of the contract value as of the prior contract anniversary.

**Other Exceptions:** Besides free withdrawal situations, there are other instances in which Pacific Life may waive the withdrawal charge. For example, there is no withdrawal charge on payments made because of your death, or withdrawals after the first contract year due to terminal illness (terminal illness waiver not available in all states), or nursing home confinement (nursing home waiver not available in all states) or withdrawals to meet required minimum distributions for Qualified Contracts as they apply to amounts held under your Contract. Please see the **Contingent Deferred Sales Charge ("Withdrawal Charge")** provision in your contract for further information.

**Guaranteed Minimum Surrender Value**

The contract's Guaranteed Minimum Surrender Value ("GMSV") is the minimum value you will receive upon surrender, death, or annuitization. The GMSV equals 100% of Purchase Payments (excluding any credit enhancements), less any prior partial withdrawals and applicable withdrawal charges, accumulated with interest of 1% to 3%, less applicable withdrawal charges.



### Market Value Adjustment (MVA)

An MVA is an amount that may be added to or subtracted from the amount you receive from withdrawals that are made prior to the end of the withdrawal charge period. The MVA is in addition to any applicable surrender charges and is applied to the gross withdrawal amount prior to the deduction of any applicable surrender charges and charges for premium taxes and/or other taxes. As a general rule, if interest rates have stayed the same or risen since the beginning of your existing guaranteed term, the MVA can reduce the amount withdrawn. If interest rates have fallen, the MVA can increase the amount withdrawn, up to a specified maximum. If the contract is fully surrendered, the MVA will never cause the withdrawal amount to be less than the contract's Guaranteed Minimum Surrender Value. Please see the **Market Value Adjustment** provision in your contract for the formula in calculating the MVA.

**Exceptions:** Pacific Life may waive the MVA in some cases. For example, there is no MVA on free withdrawal situations, payments made because of your death, or withdrawals after the first contract year due to terminal illness (terminal illness waiver not available in all states), or nursing home confinement (nursing home waiver not available in all states) or withdrawals to meet required minimum distributions for Qualified Contracts as they apply to amounts held under your Contract. Please see the **Waiver of MVA** provision in your contract for further information.

### Annuitization

You may convert the greater of your contract value or the Guaranteed Minimum Surrender Value into an income annuity with Pacific Life at any time after the first contract year. You will then start to get income from your annuity according to the payout option you choose. If you do not choose a date to start income payments, the date will be the younger annuitant's 95<sup>th</sup> birthday. The current payout options are:

- Life Only – Guarantees income for as long as the annuitant lives.
- Life with Period Certain – Guarantees income for as long as the annuitant lives. If the annuitant dies during the "specified period" (usually 5-30 years), it pays income to you (or a beneficiary, if applicable) for the remainder of the specified period.
- Joint and Survivor Life – Guarantees income for as long as the annuitant and secondary annuitant live.
- Period Certain Only – Guarantees income for a specified period (usually 10-30 years).

For qualified contracts, any period certain or life with period certain option selected cannot exceed the annuitant's life expectancy.

Once you start to receive your annuity income payments, you cannot surrender your contract.

### Death Benefit

Pacific Life will pay the greater of the contract value or Guaranteed Minimum Surrender Value upon your death or the death of the sole surviving annuitant subject to any recapture of credit enhancement amounts if the death occurs in the first contract year.



PACIFIC LIFE

## CONTRACT SUMMARY

Pacific Index Choice Annuity Disclosure

Contract Form Series 30-1209

Enhanced Lifetime Income Benefit Disclosure

Rider Form Series 20-1210 & 20-1211

### Taxes

The annuity contract is tax-deferred which means you do not pay taxes on the interest it earns until the money is paid to you.

When you make withdrawals and take other distributions, you pay ordinary income taxes. Federal law may impose an additional 10% tax penalty on certain distributions before the owner attains age 59  $\frac{1}{2}$ . **Please consult with a tax advisor.**

Buying an annuity within an IRA or other qualified plan does not give you any additional tax benefits. Choose your annuity based on its other features and benefits as well as its risks and costs, not its tax benefits.

You may also be subject to premium tax, depending on your state of residence. The amount of any premium tax imposed on Pacific Life relating to the contract will be deducted in accordance with our then current practice and any applicable jurisdictional law regarding premium taxes.

If premium tax rates change under laws of the jurisdiction in which you reside, the applicable premium tax may also change. If you change the jurisdiction in which you reside, the premium tax may or may not apply.

### Other Information

Pacific Life may change your annuity contract from time to time to follow federal or state laws and regulations and will tell you about the changes in writing.

Many states have laws that give you a set number of days to look at an annuity contract after you buy it. If you decide during that time that you do not want it, you can return the contract and get all your money back. Read your contract's **Right to Cancel** provision on the cover page to learn more about your free look period.

Pacific Life pays the registered representative/producer or the registered representative's/producer's third party selling firm for selling the contract to you.

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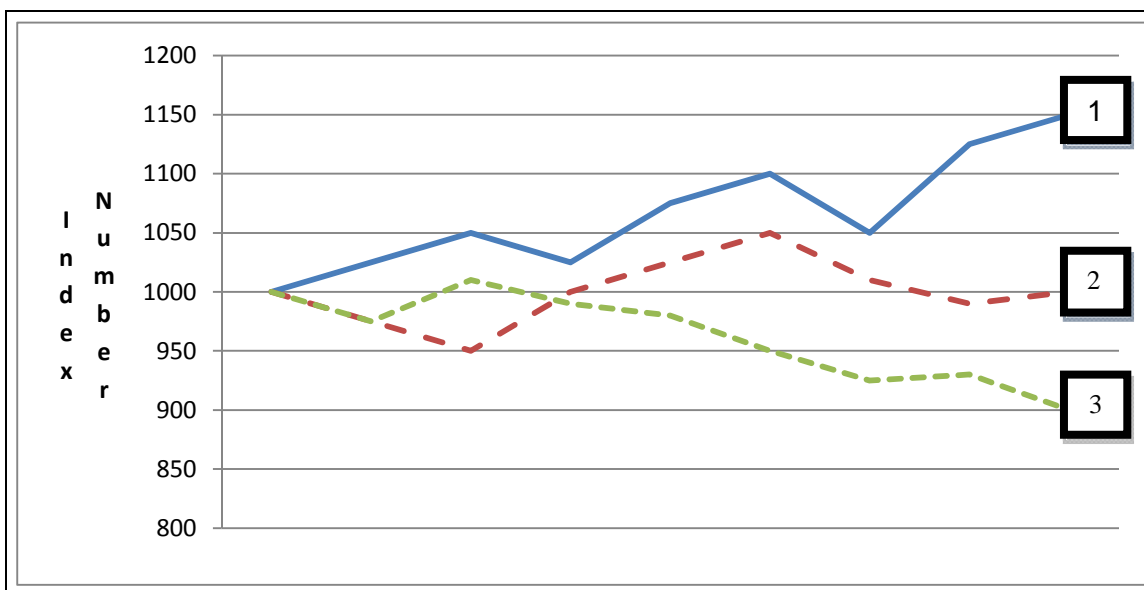
**Hypothetical Illustrations**

**Declared Index Interest Option Hypothetical**

The graph below shows how index interest is credited for the Declared Index Interest Option. The graph has three scenarios showing hypothetical index performance over a one-year period.

For this example:

- The beginning contract value is \$100,000
- The declared index interest rate is 5%
- The beginning index number is 1000
- The index term is 1 year
- Index interest is credited at the end of the index term



Scenario	Starting Index Value	Ending Index Value	Index Change	Declared Index Interest Rate	Interest Credited	Beginning Contract Value	Ending Contract Value
1	1000	1150	15%	5%	5%	\$100,000	\$105,000
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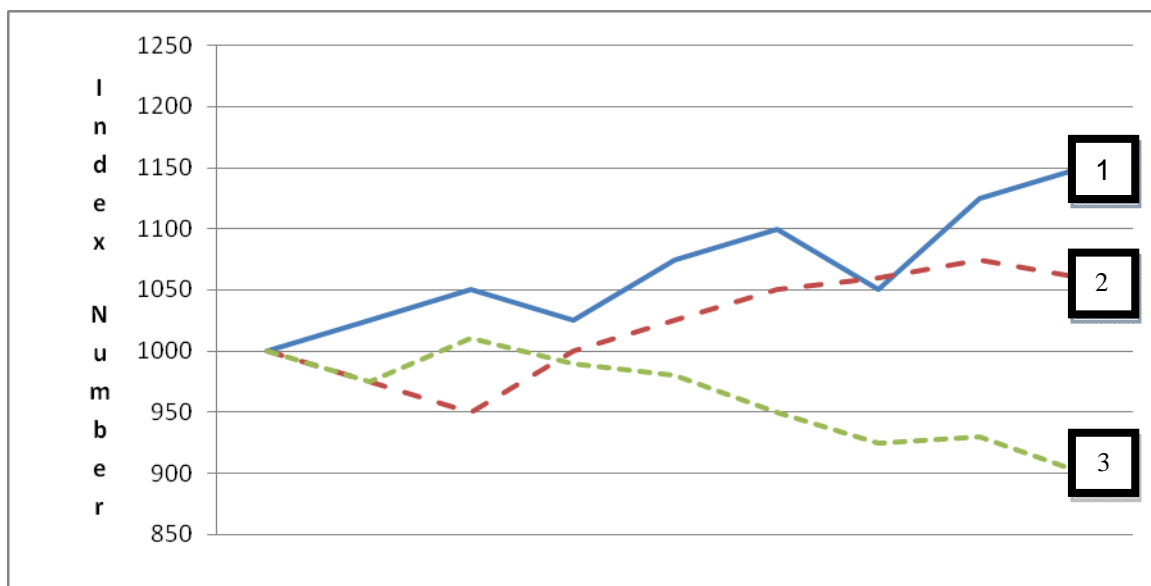


**1-Year Point-to-Point Index Option Hypothetical**

The graph below shows how index interest is credited for the 1 Year Point-to-Point Option. The graph has three scenarios showing hypothetical index performance over a one-year period.

For this example:

- The beginning contract value is \$100,000
- The cap is 8%
- The beginning index number is 1000
- The index term is 1 year
- Index interest is credited at the end of the index term



Scenario	Starting Index Value	Ending Index Value	Index Change	Cap	Interest Credited	Beginning Contract Value	Ending Contract Value
1	1000	1150	15%	6%	6%	\$100,000	\$106,000
2	1000	1050	5%	6%	5%	\$100,000	\$105,000
3	1000	900	-10%	6%	0%	\$100,000	\$100,000

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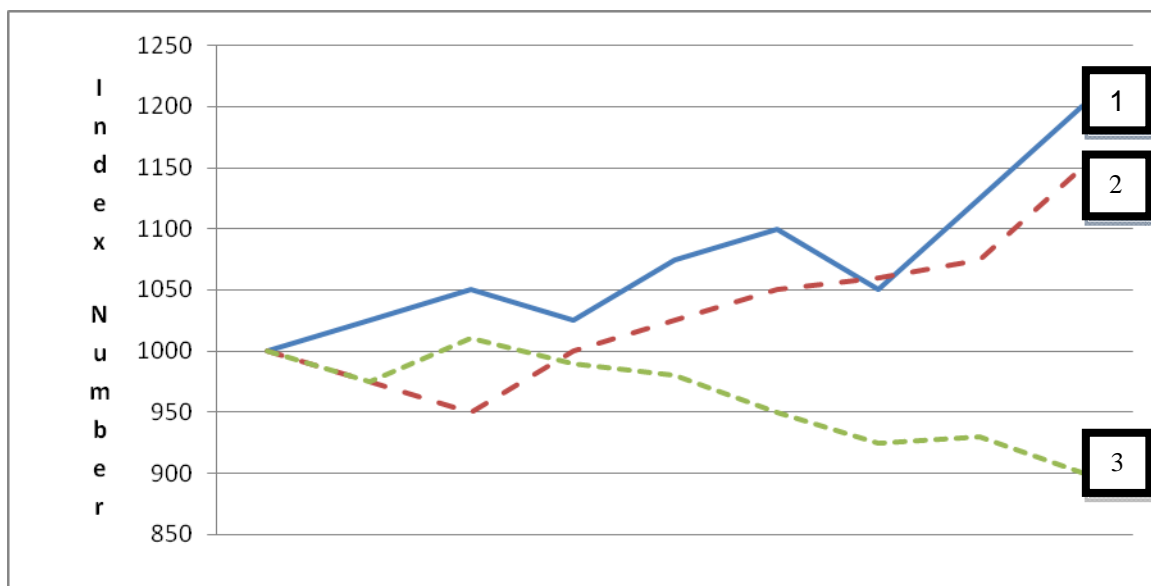


## 2-Year Point-to-Point Index Option Hypothetical

The graph below shows how index interest is credited for the 2 Year Point-to-Point Option. The graph has three scenarios showing hypothetical index performance over a two-year period.

For this example:

- The beginning contract value is \$100,000
- The cap is 18%
- The beginning index number is 1000
- The index term is 2 year
- Index interest is credited at the end of the index term



Scenario	Starting Index Value	Ending Index Value	Index Change	Cap	Interest Credited	Beginning Contract Value	Ending Contract Value
1	1000	1200	20%	13%	13%	\$100,000	\$113,000
2	1000	1100	10%	13%	10%	\$100,000	\$110,000
3	1000	900	-10%	13%	0%	\$100,000	\$100,000

***Illustrated Values are not guaranteed as to future performance.***





Enhanced Lifetime Income Benefit Rider – Single Life

At contract issue, or on any contract anniversary, you may purchase this optional rider for your contract if you are age 85 or younger. The rider provides additional benefits including:

- Withdrawals for the lifetime of a single individual without annuitizing the contract, provided that these withdrawals begin after a certain age and do not exceed a certain amount annually. This annual amount is known as the protected payment amount.

The protected payment amount is calculated based on a withdrawal percentage. The withdrawal percentage is determined according to the table below based on your age at the time of your first withdrawal after attaining 59½. The withdrawal percentage is then multiplied by a base amount to determine your protected payment amount. The base amount is your purchase payments if purchased at contract issue or contract value if purchased on a contract anniversary, and is known as your protected payment base. The protected payment base can increase due to annual credits and resets, and can decrease due to withdrawals in excess of the protected payment amount and owner-elected resets.

Age	Withdrawal Percentage
Before 59½	0.0%
59½ – 64	5.0%
65 – 69	5.0%
70 – 74	6.0%
75 – 79	6.0%
80 – 84	7.0%
85 and older	7.0%

- Annual credits of 8.0% are added to the protected payment base, which is used in determining the protected payment amount. Annual credits stop at the earlier of 10 years from the rider effective date or when a withdrawal occurs. NOTE: These annual credits are not interest or earnings, and are not credited to your contract value.
- Provides for automatic resets which could increase the protected payment base and protected payment amount. If your protected payment base is less than the contract value on the anniversary date, the protected payment base will automatically reset to the higher contract value. For an owner-elected reset, the protected payment base is reset to the contract value, and could result in an increase or decrease to the protected payment base. Upon a reset, the period when an 8% annual credit is added to the protected payment base will restart.

There is an annual fee of 0.65% associated with this rider. The fee is determined by multiplying the annual charge percentage by the protected payment base. It is deducted from the contract value proportionately from your allocations to the fixed account option and the index-linked options, and will be deducted regardless of whether interest has been credited to the contract in the past contract year. This fee could increase with any resets that occur, not to exceed the maximum fee of 1.50%. You may terminate this rider after one year from the effective date.

This rider may not be available for purchase due to restrictions or state availability.





**Enhanced Lifetime Income Benefit Rider – Joint Life**

At contract issue, or on any contract anniversary, you may purchase this optional rider for your contract if you and your spouse are age 85 or younger. The rider provides additional benefits including:

- Withdrawals for the lifetimes of two persons (who are each other's spouses) without annuitizing the contract, provided that these withdrawals begin after a certain age and do not exceed a certain amount annually. This annual amount is known as the protected payment amount.

The protected payment amount is calculated based on a withdrawal percentage. The withdrawal percentage is determined according to the table below based on the youngest spouse's age at the time of the first withdrawal. The withdrawal percentage is then multiplied by a base amount to determine your protected payment amount. The base amount is your purchase payments if purchased at contract issue or contract value if purchased on a contract anniversary, and is known as your protected benefit base. The protected benefit base can increase due to annual credits and resets, and can decrease due to withdrawals in excess of the protected payment amount and owner-elected resets.

Age	Withdrawal Percentage
Before 59½	0.0%
59½ – 64	4.5%
65 – 69	4.5%
70 – 74	5.5%
75 – 79	5.5%
80 – 84	6.5%
85 and older	6.5%

- Annual credits of 8.0% are added to the protected payment base, which is used in determining the protected payment amount. Annual credits stop at the earlier of 10 years from the rider effective date or when a withdrawal occurs. NOTE: These annual credits are not interest or earnings, and are not credited to your contract value.
- Provides for automatic resets which could increase the protected payment base and protected payment amount. If your protected payment base is lower than the contract value on the anniversary date, the protected payment base will automatically reset to the higher contract value. For an owner-elected reset, the protected payment base is reset to the contract value, and could result in an increase or decrease to the protected payment base. Upon a reset, the period when an 8% annual credit is added to the protected payment base will restart.

There is an annual fee of 0.65% associated with this rider. The fee is determined by multiplying the annual charge percentage by the protected payment base. It is deducted from the contract value proportionately from your allocations to the fixed account option and the index-linked options, and will be deducted regardless of whether interest has been credited to the contract in the past contract year. This fee could increase with any resets that occur, not to exceed the maximum fee of 1.50%. You may terminate this rider after one year from the effective date.

This rider may not be available for purchase due to restrictions or state availability.





**CONTRACT SUMMARY**  
Pacific Index Choice Annuity Disclosure  
Contract Form Series 30-1209  
Enhanced Lifetime Income Benefit Disclosure  
Rider Form Series 20-1210 & 20-1211

**Disclosure and Contact Information**

**This summary is not a contract and is not part of your contract with Pacific Life.** For questions regarding this summary, contact your registered representative/producer. If no registered representative/producer is involved, write to us at Pacific Life Insurance Company, P.O. Box 2378, Omaha, NE 68103-2378 or call Pacific Life customer service at (800) 722-4448.

"Standard & Poor's®", "Standard & Poor's 500™" and "S&P 500®" is a trademark of Standard & Poor's Financial Services LLC and have been licensed for use by Pacific Life Insurance Company. The annuity is not sponsored, endorsed, sold or promoted by Standard & Poor's, and Standard & Poor's makes no representation regarding the advisability of purchasing an annuity. For more information regarding the criteria for index additions and removals, please visit [www.standardandpoors.com](http://www.standardandpoors.com). The Index is unmanaged and not available for direct investment, and does not include the reinvestment of dividends.

The Product and its MSCI ACWI® Index-Linked Options referred to herein is not sponsored, endorsed, or promoted by MSCI, and MSCI bears no liability with respect to any such Products or any index on which such products are based. The Policy Contract contains a more detailed description of the limited relationship MSCI has with Pacific Life Insurance Company and any related products.

**Producer/Registered Representative Signature**

I hereby certify that a copy of this Contract Summary, in its entirety, was provided to the proposed annuity owner(s) at the time of solicitation.

\_\_\_\_\_  
Applicant's Printed Name

\_\_\_\_\_  
Contract Number if available

\_\_\_\_\_  
Producer/Registered Representative Signature

\_\_\_\_\_  
Date





This document reviews important information for you to consider before purchasing the Pacific Index Choice fixed annuity. Please read this information carefully. **This summary is not a contract and is not part of your contract with Pacific Life.**

Pacific Index Choice is an individual limited premium deferred fixed annuity contract, with fixed and index-linked interest options, market value adjustment, and a credit enhancement feature.

- It is a limited premium contract, which means that premiums are accepted for sixty days after the contract is issued
- It is a fixed annuity with fixed and index-linked interest options, which means you can choose from interest crediting options that:
  - Earn interest at a specified interest rate during a guaranteed period, and/or
  - Earn interest based on the performance of a given stock market index, including a domestic index and/or an international index
- This contract is deferred which means annuity payments do not begin until some future date

You can use an annuity to save money for retirement and to receive income for life. An annuity is not meant to be used to meet short-term financial goals. Although the contract values may be affected by an external index, the contract does not directly participate in any stock or equity investments.

### The Annuity Contract

You can establish this contract with an initial purchase payment of at least \$25,000. Subsequent purchase payments are limited to \$100,000 without home office approval. The maximum purchase payment is \$1,000,000 without home office approval. You may make additional purchase payments within the first sixty days after the contract is issued. The maximum issue age is 85.

You can choose one of three initial guarantee periods: 6-year, 8-year, or 10-year. Interest rates and interest rate caps will vary depending on the contract's initial guarantee period. Contact Pacific Life for available guarantee periods and rates.

You can choose to allocate your purchase payment among a fixed account option and/or index-linked options. You can change your allocations up to 30 days after your contract anniversary, and allocation changes (transfers) will be effective on your contract anniversary. Transfers into or out of an index-linked option can only be made at the end of an index term, and transfers into or out of the fixed account option can be made on each contract anniversary.

#### Fixed Account Option

The amount of your purchase payment allocated to the fixed account option will earn interest at a rate in effect for the initial guarantee period. Interest is credited daily. The rate you earn depends on the initial guarantee period you choose and the current interest rate environment. Contact Pacific Life for available rates.

At the end of the initial guarantee period, and on all subsequent contract anniversaries, a new guarantee period begins. Each guarantee period will be for a one-year term. A new guaranteed rate is declared by Pacific Life for a one-year term and the new guaranteed rate depends on the current interest rate environment. The new guaranteed rate will never be less than your contract's guaranteed minimum interest rate. Your contract's guaranteed minimum interest rate is determined at issue and can range between 1% and 3%. Pacific Life determines interest rates in excess of your contract's guaranteed minimum interest rate.

#### Index-Linked Options

The amount of your purchase payment allocated to any indexed-linked options may earn interest based on the performance of the S&P 500® or the MSCI All Country World Index (ACWI®). If an index is discontinued or if the calculation of the index is substantially changed, we will substitute an alternative Index, subject to regulatory approval, and notify you in writing. This interest is not guaranteed, and while the contract values may be affected by the performance of an external index, the contract does not directly participate in any stock or equity investments. You may





receive higher interest rate caps and declared index interest rates for the initial guarantee period based on higher purchase payments, according to the following breakpoints:

- \$25,000 - \$99,999
- \$100,000 and more

The cumulative amount of purchase payments, plus credit enhancements, plus fixed account interest, less withdrawals, during the first contract year will be used to determine which breakpoint will apply to the contract for the length of the initial guarantee period. At the end of the initial guarantee period, new interest rates and interest rate caps may be declared on subsequent Contract Anniversaries. The rates you receive will be based on your contract value and breakpoints above. The new guaranteed caps and rates will never be less than your contract's guaranteed minimum caps and rates.

Index-linked interest will be credited to the contract value on a prorated basis to the date the contract is converted to an income annuity or to the date a death benefit is payable, unless the surviving spouse of the deceased owner elects to continue the contract. Please see the **Death of Owner Distribution Rules** provision in your contract for further information.

The index-linked options available include:

- 1 year point-to-point – S&P 500<sup>®</sup> index
- 1 year point-to-point – MSCI ACWI<sup>®</sup> index
- 2 year point-to-point – S&P 500<sup>®</sup> index
- 2 year point-to-point – MSCI ACWI<sup>®</sup> index
- Declared index interest option – S&P 500<sup>®</sup> index
- Declared index interest option – MSCI ACWI<sup>®</sup> index

#### Point-to-Point Options

Interest may be credited at the end of a 1-year or 2-year point-to-point index term up to a certain interest rate limit, or cap, depending on the performance of the index during that index term. If the index performance is positive, index-linked interest is credited to your option based on the index return, not to exceed the cap. If the performance of the index is negative or zero, no indexed-linked interest is credited.

#### Declared Index Interest Option

Interest may be credited at the end of the index term, depending on the performance of the index during that index term. If the performance of the index is positive or zero, index-linked interest is credited to your option based on the declared interest rate. If the performance of the index over that index term is negative, no index-linked interest is credited.

#### Credit Enhancement

Pacific Life will add an additional amount to your contract value at the time each purchase payment is applied. This additional amount is known as a credit enhancement. Since it is added to the contract value when the purchase payment is applied, it will be included in any interest crediting calculations. The credit enhancement is equal to a percentage of the purchase payment and can range between 0.25% and 5.0%, and is shown on your contract's Specifications Page. The credit enhancement will not be included in any amounts returned to you if you cancel the contract pursuant to a free look provision. Additionally, the credit enhancement will not be included in any death benefit amount if you or the annuitant dies in the first contract year (excluding contracts issued in Connecticut).







Withdrawals & Charges

You may make partial or full withdrawals from the contract. Withdrawals may be taken 30 days after the contract effective date and before any annuity payments begin. The minimum amount that may be withdrawn is \$500 and the contract value remaining after the withdrawal must not be less than \$1,000. If after a withdrawal the value is ever less than \$1,000, Pacific Life may terminate the contract and pay you at least the contract's Guaranteed Minimum Surrender Value.

Pacific Index Choice allows you, at issue, to select one of three initial guarantee periods, which correspond to the length of the withdrawal charge period. Your withdrawal charge period cannot be changed. The withdrawal charge schedules are as follows:

	Policy Year										
	1	2	3	4	5	6	7	8	9	10	11 and later
6-Year Schedule	9%	8%	8%	7%	6%	4%	0%	0%	0%	0%	0%
8-Year Schedule	9%	8%	8%	7%	6%	4%	4%	3%	0%	0%	0%
10-Year Schedule	9%	8%	8%	7%	6%	4%	4%	3%	2%	1%	0%

Any withdrawal taken before the end of the corresponding schedule may be subject to a withdrawal charge (also known as a surrender charge) and Market Value Adjustment. The withdrawal charge is equal to a percentage of the amount withdrawn based on the contract year of withdrawal. Here is how the withdrawal charge is calculated:

*Example: If you withdraw an additional \$5,000\* from your annuity in the fifth contract year, your withdrawal charge is \$5,000 x 6% = \$300.*

*\*The \$5,000 does not qualify as a "Free Withdrawal" as described below.*

No indexed-linked interest is credited to any amount withdrawn from an index-linked option or if the contract is terminated prior to the end of an index term.

**Free Withdrawals:** You may withdraw a certain amount each contract year without withdrawal charges and Market Value Adjustment. In the first contract year, you may withdraw up to 10% of the total purchase payments, less withdrawals. For each subsequent contract year, you may withdraw up to 10% of the contract value as of the prior contract anniversary.

**Other Exceptions:** Besides free withdrawal situations, there are other instances in which Pacific Life may waive the withdrawal charge. For example, there is no withdrawal charge on payments made because of your death, or withdrawals after the first contract year due to terminal illness (terminal illness waiver not available in all states), or nursing home confinement (nursing home waiver not available in all states) or withdrawals to meet required minimum distributions for Qualified Contracts as they apply to amounts held under your Contract. Please see the **Contingent Deferred Sales Charge ("Withdrawal Charge")** provision in your contract for further information.

**Guaranteed Minimum Surrender Value**

The contract's Guaranteed Minimum Surrender Value ("GMSV") is the minimum value you will receive upon surrender, death, or annuitization. The GMSV equals 100% of Purchase Payments (excluding any credit enhancements), less any prior partial withdrawals and applicable withdrawal charges, accumulated with interest of 1% to 3%, less applicable withdrawal charges.





### Market Value Adjustment (MVA)

An MVA is an amount that may be added to or subtracted from the amount you receive from withdrawals that are made prior to the end of the withdrawal charge period. The MVA is in addition to any applicable surrender charges and is applied to the gross withdrawal amount prior to the deduction of any applicable surrender charges and charges for premium taxes and/or other taxes. As a general rule, if interest rates have stayed the same or risen since the beginning of your existing guaranteed term, the MVA can reduce the amount withdrawn. If interest rates have fallen, the MVA can increase the amount withdrawn, up to a specified maximum. If the contract is fully surrendered, the MVA will never cause the withdrawal amount to be less than the contract's Guaranteed Minimum Surrender Value. Please see the **Market Value Adjustment** provision in your contract for the formula in calculating the MVA.

**Exceptions:** Pacific Life may waive the MVA in some cases. For example, there is no MVA on free withdrawal situations, payments made because of your death, or withdrawals after the first contract year due to terminal illness (terminal illness waiver not available in all states), or nursing home confinement (nursing home waiver not available in all states) or withdrawals to meet required minimum distributions for Qualified Contracts as they apply to amounts held under your Contract. Please see the **Waiver of MVA** provision in your contract for further information.

### Annuitization

You may convert the greater of your contract value or the Guaranteed Minimum Surrender Value into an income annuity with Pacific Life at any time after the first contract year. You will then start to get income from your annuity according to the payout option you choose. If you do not choose a date to start income payments, the date will be the younger annuitant's 95<sup>th</sup> birthday. The current payout options are:

- Life Only – Guarantees income for as long as the annuitant lives.
- Life with Period Certain – Guarantees income for as long as the annuitant lives. If the annuitant dies during the "specified period" (usually 5-30 years), it pays income to you (or a beneficiary, if applicable) for the remainder of the specified period.
- Joint and Survivor Life – Guarantees income for as long as the annuitant and secondary annuitant live.
- Period Certain Only – Guarantees income for a specified period (usually 10-30 years).

For qualified contracts, any period certain or life with period certain option selected cannot exceed the annuitant's life expectancy.

Once you start to receive your annuity income payments, you cannot surrender your contract.

### Death Benefit

Pacific Life will pay the greater of the contract value or Guaranteed Minimum Surrender Value upon your death or the death of the sole surviving annuitant subject to any recapture of credit enhancement amounts if the death occurs in the first contract year.





PACIFIC LIFE

## CONTRACT SUMMARY

Pacific Index Choice Annuity Disclosure

Contract Form Series 30-1209

Enhanced Lifetime Income Benefit Disclosure

Rider Form Series 20-1210 & 20-1211

### Taxes

The annuity contract is tax-deferred which means you do not pay taxes on the interest it earns until the money is paid to you.

When you make withdrawals and take other distributions, you pay ordinary income taxes. Federal law may impose an additional 10% tax penalty on certain distributions before the owner attains age 59  $\frac{1}{2}$ . **Please consult with a tax advisor.**

Buying an annuity within an IRA or other qualified plan does not give you any additional tax benefits. Choose your annuity based on its other features and benefits as well as its risks and costs, not its tax benefits.

You may also be subject to premium tax, depending on your state of residence. The amount of any premium tax imposed on Pacific Life relating to the contract will be deducted in accordance with our then current practice and any applicable jurisdictional law regarding premium taxes.

If premium tax rates change under laws of the jurisdiction in which you reside, the applicable premium tax may also change. If you change the jurisdiction in which you reside, the premium tax may or may not apply.

### Other Information

Pacific Life may change your annuity contract from time to time to follow federal or state laws and regulations and will tell you about the changes in writing.

Many states have laws that give you a set number of days to look at an annuity contract after you buy it. If you decide during that time that you do not want it, you can return the contract and get all your money back. Read your contract's **Right to Cancel** provision on the cover page to learn more about your free look period.

Pacific Life pays the registered representative/producer or the registered representative's/producer's third party selling firm for selling the contract to you.

CONTINUED ON NEXT PAGE





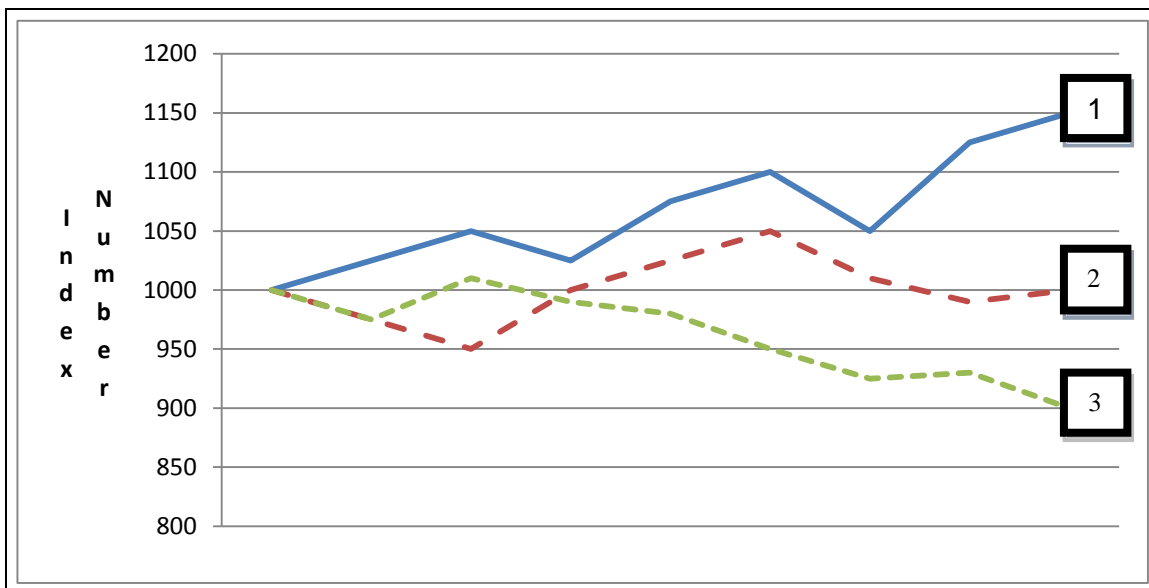
**Hypothetical Illustrations**

**Declared Index Interest Option Hypothetical**

The graph below shows how index interest is credited for the Declared Index Interest Option. The graph has three scenarios showing hypothetical index performance over a one-year period.

For this example:

- The beginning contract value is \$100,000
- The declared index interest rate is 5%
- The beginning index number is 1000
- The index term is 1 year
- Index interest is credited at the end of the index term



Scenario	Starting Index Value	Ending Index Value	Index Change	Declared Index Interest Rate	Interest Credited	Beginning Contract Value	Ending Contract Value
1	1000	1150	15%	5%	5%	\$100,000	\$105,000
2	1000	1000	0%	5%	5%	\$100,000	\$105,000
3	1000	900	-10%	5%	0%	\$100,000	\$100,000

***Illustrated Values are not guaranteed as to future performance.***



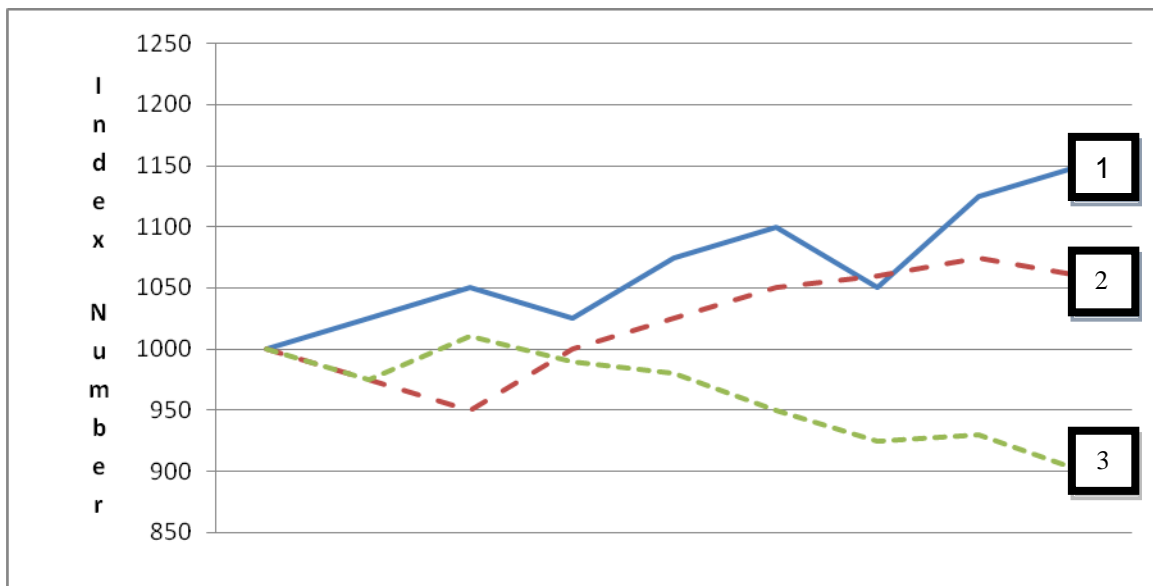


**1-Year Point-to-Point Index Option Hypothetical**

The graph below shows how index interest is credited for the 1 Year Point-to-Point Option. The graph has three scenarios showing hypothetical index performance over a one-year period.

For this example:

- The beginning contract value is \$100,000
- The cap is 8%
- The beginning index number is 1000
- The index term is 1 year
- Index interest is credited at the end of the index term



Scenario	Starting Index Value	Ending Index Value	Index Change	Cap	Interest Credited	Beginning Contract Value	Ending Contract Value
1	1000	1150	15%	6%	6%	\$100,000	\$106,000
2	1000	1050	5%	6%	5%	\$100,000	\$105,000
3	1000	900	-10%	6%	0%	\$100,000	\$100,000

***Illustrated Values are not guaranteed as to future performance.***



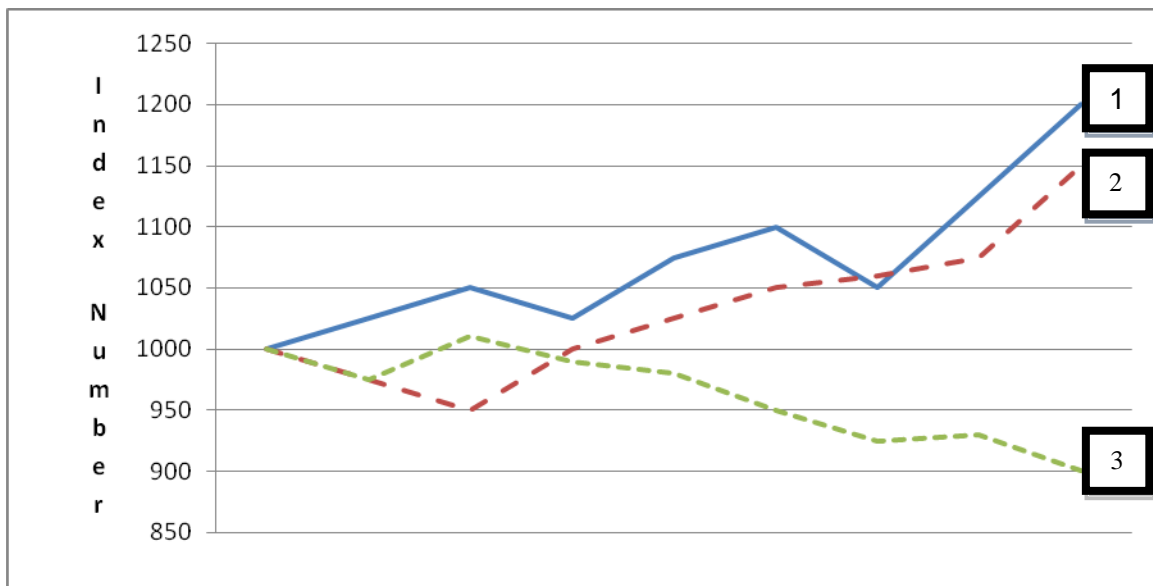


**2-Year Point-to-Point Index Option Hypothetical**

The graph below shows how index interest is credited for the 2 Year Point-to-Point Option. The graph has three scenarios showing hypothetical index performance over a two-year period.

For this example:

- The beginning contract value is \$100,000
- The cap is 18%
- The beginning index number is 1000
- The index term is 2 year
- Index interest is credited at the end of the index term



Scenario	Starting Index Value	Ending Index Value	Index Change	Cap	Interest Credited	Beginning Contract Value	Ending Contract Value
1	1000	1200	20%	13%	13%	\$100,000	\$113,000
2	1000	1100	10%	13%	10%	\$100,000	\$110,000
3	1000	900	-10%	13%	0%	\$100,000	\$100,000

***Illustrated Values are not guaranteed as to future performance.***





**Enhanced Lifetime Income Benefit Rider – Single Life**

At contract issue, or on any contract anniversary, you may purchase this optional rider for your contract if you are age 85 or younger. The rider provides additional benefits including:

- Withdrawals for the lifetime of a single individual without annuitizing the contract, provided that these withdrawals begin after a certain age and do not exceed a certain amount annually. This annual amount is known as the protected payment amount.

The protected payment amount is calculated based on a withdrawal percentage. The withdrawal percentage is determined according to the table below based on your age at the time of your first withdrawal after attaining 59½. The withdrawal percentage is then multiplied by a base amount to determine your protected payment amount. The base amount is your purchase payments if purchased at contract issue or contract value if purchased on a contract anniversary, and is known as your protected payment base. The protected payment base can increase due to annual credits and resets, and can decrease due to withdrawals in excess of the protected payment amount and owner-elected resets.

Age	Withdrawal Percentage
Before 59½	0.0%
59½ – 64	5.0%
65 – 69	5.0%
70 – 74	6.0%
75 – 79	6.0%
80 – 84	7.0%
85 and older	7.0%

- Annual credits of 8.0% are added to the protected payment base, which is used in determining the protected payment amount. Annual credits stop at the earlier of 10 years from the rider effective date or when a withdrawal occurs. NOTE: These annual credits are not interest or earnings, and are not credited to your contract value.
- Provides for automatic resets which could increase the protected payment base and protected payment amount. If your protected payment base is less than the contract value on the anniversary date, the protected payment base will automatically reset to the higher contract value. For an owner-elected reset, the protected payment base is reset to the contract value, and could result in an increase or decrease to the protected payment base. Upon a reset, the period when an 8% annual credit is added to the protected payment base will restart.

There is an annual fee of 0.65% associated with this rider. The fee is determined by multiplying the annual charge percentage by the protected payment base. It is deducted from the contract value proportionately from your allocations to the fixed account option and the index-linked options, and will be deducted regardless of whether interest has been credited to the contract in the past contract year. This fee could increase with any resets that occur, not to exceed the maximum fee of 1.50%. You may terminate this rider after one year from the effective date.

This rider may not be available for purchase due to restrictions or state availability.





**Enhanced Lifetime Income Benefit Rider – Joint Life**

At contract issue, or on any contract anniversary, you may purchase this optional rider for your contract if you and your spouse are age 85 or younger. The rider provides additional benefits including:

- Withdrawals for the lifetimes of two persons (who are each other's spouses) without annuitizing the contract, provided that these withdrawals begin after a certain age and do not exceed a certain amount annually. This annual amount is known as the protected payment amount.

The protected payment amount is calculated based on a withdrawal percentage. The withdrawal percentage is determined according to the table below based on the youngest spouse's age at the time of the first withdrawal. The withdrawal percentage is then multiplied by a base amount to determine your protected payment amount. The base amount is your purchase payments if purchased at contract issue or contract value if purchased on a contract anniversary, and is known as your protected benefit base. The protected benefit base can increase due to annual credits and resets, and can decrease due to withdrawals in excess of the protected payment amount and owner-elected resets.

Age	Withdrawal Percentage
Before 59½	0.0%
59½ – 64	4.5%
65 – 69	4.5%
70 – 74	5.5%
75 – 79	5.5%
80 – 84	6.5%
85 and older	6.5%

- Annual credits of 8.0% are added to the protected payment base, which is used in determining the protected payment amount. Annual credits stop at the earlier of 10 years from the rider effective date or when a withdrawal occurs. NOTE: These annual credits are not interest or earnings, and are not credited to your contract value.
- Provides for automatic resets which could increase the protected payment base and protected payment amount. If your protected payment base is lower than the contract value on the anniversary date, the protected payment base will automatically reset to the higher contract value. For an owner-elected reset, the protected payment base is reset to the contract value, and could result in an increase or decrease to the protected payment base. Upon a reset, the period when an 8% annual credit is added to the protected payment base will restart.

There is an annual fee of 0.65% associated with this rider. The fee is determined by multiplying the annual charge percentage by the protected payment base. It is deducted from the contract value proportionately from your allocations to the fixed account option and the index-linked options, and will be deducted regardless of whether interest has been credited to the contract in the past contract year. This fee could increase with any resets that occur, not to exceed the maximum fee of 1.50%. You may terminate this rider after one year from the effective date.

This rider may not be available for purchase due to restrictions or state availability.







**PACIFIC LIFE**

**CONTRACT SUMMARY**

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Contract Form Series 30-1209  
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**Disclosure and Contact Information**

**This summary is not a contract and is not part of your contract with Pacific Life.** For questions regarding this summary, contact your registered representative/producer. If no registered representative/producer is involved, write to us at Pacific Life Insurance Company, P.O. Box 2378, Omaha, NE 68103-2378 or call Pacific Life customer service at (800) 722-4448.

"Standard & Poor's®", "Standard & Poor's 500™" and "S&P 500®" is a trademark of Standard & Poor's Financial Services LLC and have been licensed for use by Pacific Life Insurance Company. The annuity is not sponsored, endorsed, sold or promoted by Standard & Poor's, and Standard & Poor's makes no representation regarding the advisability of purchasing an annuity. For more information regarding the criteria for index additions and removals, please visit [www.standardandpoors.com](http://www.standardandpoors.com). The Index is unmanaged and not available for direct investment, and does not include the reinvestment of dividends.

The Product and its MSCI ACWI® Index-Linked Options referred to herein is not sponsored, endorsed, or promoted by MSCI, and MSCI bears no liability with respect to any such Products or any index on which such products are based. The Policy Contract contains a more detailed description of the limited relationship MSCI has with Pacific Life Insurance Company and any related products.

**Producer/Registered Representative Signature**

I hereby certify that a copy of this Contract Summary, in its entirety, was provided to the proposed annuity owner(s) at the time of solicitation.

\_\_\_\_\_  
Applicant's Printed Name

\_\_\_\_\_  
Contract Number if available

\_\_\_\_\_  
Producer/Registered Representative Signature

\_\_\_\_\_  
Date

